

China Mobile International Limited

香港 新界 葵涌 葵昌路 51 号 九龙贸易中心 1 座 30 楼 Level 30, Tower 1, Kowloon Commerce Centre, No. 51 Kwai Cheong Road, Kwai Chung, New Territories, Hong Kong Tel: (852) 3975 6688 Fax: (852) 3586 9496



SPECIFIC TERMS AND CONDITIONS OF SALE FOR CLOUD CONNECT SERVICE

1. Contract with SELLER

1) Together with the Master Services Agreement (the "Agreement"), these Specific Terms and Conditions of Sale for Cloud Connect 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 Cloud Connect Service (for purposes of this Annexure, the "Cloud Connect Service" or the "Service").

2. Service Overview

1) The Cloud Connect Service provides BUYER a point-to-point or multipoint virtual private connection service installed at cloud service provider connection point or circuit location address, as specified in the Order Form.

3. Service From Third Party

1) Where Service is terminated Off-Net, BUYER will provide SELLER with circuit facility assignment, firm order commitment and the design layout records necessary for SELLER to make cross-connections to the Off-Net carrier.

4. Definitions

- 1) "CMCC" means China Mobile Communications Group Co., Ltd., a company incorporated in China and having its registered address at 28 Jinrong Avenue, Xicheng District, Beijing, 100032.
- 2) "Initial Term" means the term specified in the Order Form.
- 3) "Cloud Connect" means (i) connection between PoPs of cloud service provider and/or (ii) connection from on premise to the PoP of cloud service provider.
- 4) "MPOE" means minimum point of entry.
- 5) "Off-Net" means Service not providing on the connection to network owned (or operated and controlled) by SELLER / CMCC that are served directly by SELLER / CMCC owned (or operated and controlled) fiber and SELLER / CMCC owned equipment.
- 6) "On-Net" means Service provided on the connection to network owned (or operated and controlled) by SELLER / CMCC that are served directly by SELLER / CMCC owned (or operated and controlled) fiber and SELLER / CMCC owned equipment.
- 7) "PEs" means provider's edge routers of Cloud Connect network.
- 8) "Access Router" means provider's edge routers of Cloud Connect service.
- 9) "POP" means point of presence.
- 10) "Protected" means any Service designated as such in the Order Form. Protected Services generally include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected".
- 11) Network Outage" means the Service between PEs in the network completely unavailable..
- 12) "Ready for Service Date" means the date on which the Parties agree to place Cloud Connect into operation for BUYER's service.

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- 13) "Service Credits" means the service credits payable by SELLER to BUYER due to SELLER's failure to meet the Service Availability for any relevant month as mentioned in Clause 8.
- 14) "Terms of Acceptance" means the Terms of Acceptance for Accessing the Telecommunications Network as attached hereto.
- 15) "Unavailability" means complete loss of Service where BUYER cannot use the Service.

5. Term

- 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 each Service in the Order Form which shall be at least one (1) year's period. If no Initial Term is specified, the Initial Term shall be at least one (1) year. The Initial Term will commence on the Service Commencement Date.
- 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. Service Pricing

- 1) Initial Charge: (i) Cloud Connect installation charges; (ii) other non-recurring charges applicable to the Service.
- 2) Monthly Service Charge: (i) Cloud Connect monthly service charge, a fixed monthly amount charged by SELLER for the committed bandwidth specified in the Order Form ("Cloud Connect Monthly Service Charge"); and (ii) other monthly service charges applicable to the Service, if any, which will be specified in the Order Form.
- 3) Off-Net Service Charge: additional charges may apply to either the Off-Net component or in the case of MPOE extensions as specified in the Order Form.
- 4) In addition to Monthly Service Charge, Initial Charge and Off-Net Service Charge, BUYER may incur additional non-recurring charges including: (i) any non-recurring charges imposed by local access providers in connection with Service reconfigurations or cancellations; (ii) Service upgrade or modification; (iii) Service cancellation or disconnection; and (iv) miscellaneous additional charges to the extent that SELLER's extra services to install, upgrade, modify or disconnect any aspect of the Service due to BUYER's delay or default.

7. Service Level

- 1) SELLER shall use all commercially reasonable endeavors to maintain the Service Availability, Average Packet Loss Rate, Average Latency and Mean Time to Restore ("MTTR").
- SELLER shall use all commercially reasonable endeavors to maintain the On-Net POP-to-POP Service Level on service availability ("Service Availability") at 99.9% per month for 1-tunnel Cloud Connect service types, 99.99% per month for 2-tunnel Cloud Connect service types which are described in Order Form.
- 3) Service Availability is measured and calculated monthly for the Service as a percentage based on the following formula:

(A - B) / A = Service Availability, where:

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A = the total number of minutes in the relevant month;

B = the total number of minutes of duration of Unavailability of that month.

SELLER shall use all commercially reasonable endeavours to maintain the average On-Net POP-to-POP packet loss ratio per month ("Average Packet Loss Rate") at 0.5% per month.

- 4) Average Packet Loss Rate: measured between On-Net POPs of SELLER/CMCC network. The measurement is done by collecting Average Packet Loss Rate of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Packet Loss Rate value is derived from averaging all the samples in a month.
- 5) Average Latency: measured between On-Net POP of SELLER/CMCC network. The measurement is done by collecting Average Latency of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Latency value is derived from averaging all the samples in a month.

POP-to-POP	Average Round Trip Delay
China Hong Kong - China Beijing	60ms

Table of Average Latency between Worldwide Cities

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Latency 时延		cu.	67	HKG	650	SCD.	TOF	TOK	DVV		NANU.	нсм	LIAN	DCN	INT	DOM	DEL	CVD	MACI	A.V.1	DVD	E ID	INID	NIRO	мо w			MAD		FDF		VIE	1.42	CHI	NIVC		SVC	TOP		640
	נס	эп	62	пко	SEU	JUP			DKK	KUL		HCIW	HAN	KON	111	BOIN	DEL	510	IVIEL	AKL	UND	гл	DIND	NBU	w		PAR	IVIAD	AIVIS	FRF		VIE	LAA	Спі	INTC	IVIIA	SVC	TUK	RIU	SAU
(MS) BJ		60	60	60	92	107	101	110	128	122	123	130	101	142	122	226	233	212	225	248	230	207	295	311	198	248	248	269	239	230	288	222	273	357	338	378	266	319	442	430
SH			60	60	74	107		80	120		99	115	94	135	108	210	225	205	219	234			288	306	214	283	283	304	250		295			311	291			281	429	
GZ				60	65	60	78	110	96	122	77	98	99	123	85	182		176		212		178		279	221	280	280	311	220					320	339			290		
HKG				00	64	45	95	73	72	78	108	91	110	113	110	152	170		179	209	172			268	195	242	244	264	214		235			255	267			246		
SEO	\vdash				04	94	68	78	131	129	140	132	152	146	121	199	205	201	231	218	214		252	298	221	279	265	280	240	230		289		260	296			273	413	406
SGP						54	103		93	65	84	130	104	91	110	124	124		153	166	110		162	210	231	262	216	220	230		240	230	_	286	290	280	224	269	409	406
TPE							105	103	96	95	125	115	137	145	115	196	201		207	216	196		240	277	219	268	366	273			_		_	240	264		203	246	386	
ток								105	131		156	148	128	151	139	209		236		246			265	313	207	288	289	290			310	298		195	222			198		335
ВКК										109	102	144	123	75	102	150	150		189	194				255	248	263	250	267			283				315		236	_	-	
KUL											94	138	105	105	95	132	123		160	171	127			237	235	235	234	259	220		242				317				421	404
MNL											51	115	86	124	97	174	178	191	192	213	198		231	272	211	259	275	279				261		262	293	276	208	262	409	383
HCM													42	167	134	217	221	222	229	243	250		264	301	247	281	288	296	281		297			294	325		240			412
HAN														128	101	195	199		217	219	201	186		283	229	267	269	288			289			268	306			271	415	394
RGN															125	162	165		193	211	180	164			258	261	275	295							343			302	438	
JKT																136	138		171	184	150	140		243	245	251	252	267						290	311			284	425	408
BOM										-							58	227	243	255	210		238	295	308	301	302	309	286						375			353	494	496
DEL														<u> </u>	<u> </u>			227	240	250	210		240	295	303	303	328	309	290		294		287	350	375	350	296	353	494	480
SYD															<u> </u>				49	59	241		276	315	314	317	321	333	316	314	325	321		317	330	320	255	307	445	432
MEL																				70	254				325	326	343	345	323		332			326	341	330	275	319	-	447
AKL																					275	255	294	336	357	342	362	352	335	339	349	348	277	338	352	342	282	330	473	458
DXB																						202	250	315	314	305	304	332	298	311	315	332	310	368	386	366	320	363	504	498
FJR																							144	293	298	306	310	320	290	294	298	320	293	348	369	353	301	352	491	481
JNB																								344	275	243	373	263	279	273	227	342	335	312	337	389	339	388	514	503
NBO																									398	427	454	440	417	420	420	418	383	435	467	446	388	443	575	564
MOW																										98	88	110	81	70	71	83	238	197	156	198	230	179	391	385
MIL																											38	69	31	25	39	43	203	178	129	169	215	152	365	355
PAR																												36	30	23	23	96	193	156	120	155	205	132	357	343
MAD																													65	54	67	72		178	145	182	226	159	296	294
AMS																														20	34				118					288
FRF																															25	25		149	121			138	308	294
LDN																																42	180	130	112	155	187	126	295	286
VIE																																	204	158	141	166	221	149	296	298
LAX																																		97	116	92	22	102	246	170
СНІ																																			58	99	87	28	316	
NYC																																				64	124	28	281	278
MIA																																					113	85	179	171
SVC																																						110		243
TOR																																							297	288
RIO																																								20
SAO																																								



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Please refer the POP code to the following country and city

POP Code POP代码	Country/ SAR 国家/特区	City城市	POP Code POP代码	Country/ SAR 国家/特区	City城市	POP Code POP代码	Country/ SAR 国家/特区	City城市
BJ	China 中国	Beijing 北京	ЈКТ	Indonesia 印度尼西亚	Jakarta 雅加达	AMS	Netherlands 荷兰	Amsterdam 阿姆斯特丹
SH	China 中国	Shanghai 上海	BOM	India 印度	Mumbai 孟买	FRF	Germany 德国	Frankfurt 法兰克福
GZ	China 中国	Guangzhou 广州	DEL	India 印度	Delhi 新徳里	LDN	UK 英国	London 伦敦
HKG	Hong Kong 香港	Hong Kong 香港	SYD	Australia 澳大利亚	Sydney 悉尼	VIE	Austria 奥地利	Vienna 维也纳
SEO	Korea 韩国	Seoul 首尔	MEL	Australia 澳大利亚	Melbourne 墨尔本	LAX	US 美国	Los Angeles 洛杉机
SGP	Singapore 新加坡	Singapore 新加坡	AKL	New Zealand 新西兰	Auckland 奥克兰	СНІ	US 美国	Chicago 芝加哥
TPE	Taiwan 台湾	Taipei 台北	DXB	UAE 阿联酋	Dubai 迪拜	NYC	US 美国	New York 纽约
ток	Japan 日本	Tokyo 东京	FJR	UAE 阿联酋	Fujairah 富査伊拉	MIA	US 美国	Miami 迈阿密
ВКК	Thailand 泰国	Bangkok 曼谷	JNB	South Africa 南非	Johannesburg 约翰内斯堡	SVC	US 美国	Silicon Valley 硅谷
KUL	Malaysia 马来西亚	Kuala Lumpur 吉隆坡	NBO	Kenya 肯尼亚	Nairobi 内罗毕	TOR	Canada 加拿大	Toronto 多伦多
MNL	Philippines 菲律宾	Manila 马尼拉	MOW	Russia 俄罗斯	Moscow 莫斯科	RIO	Brazil 巴西	Rio de Janeiro 里约热内卢
нсм	Vietnam 越南	Ho Chi Minh City 胡志明市	MIL	ltaly 意大利	Milan 米兰	SAO	Brazil 巴西	Sao Paulo 圣保罗
HAN	Vietnam 越南	Hanoi 河内	PAR	France 法国	Paris 巴黎			
RGN	Myanmar 缅甸	Yangon 仰光	MAD	Spain 西班牙	Madrid 马德里			



Table of Average Latency in/between China Cities

Area		Average Latency
(i)	In-between Tier 1 Cities	≪60ms
(i) (ii)	Tier 1 Cities to/from Tier 2 Cities; In-between Tier 2 Cities	≪90ms
(i) (ii) (iii)	Tier 1 Cities to/from Tier 3 Cities; Tier 2 Cities to/from Tier 3 Cities; In-between Tier 3 Cities	≪125ms

Table of Tier of City definition

Tier 1 Cities	Beijing, Tianjin, Shijiazhuang, Taiyuan, Shanghai, Hangzhou, Nanjing, Jinan, Hefei, Wuhan, Nanchang, Changsha, Zhengzhou, Chengdu, Guangzhou, Xi'an
Tier 2 Cities	Hohhot, Fuzhou, Xiamen, Wuxi, Chongqing, Guiyang, Kunming, Lhasa, Shenzhen, Nanning, Haikou, Lanzhou, Yinchuan, Xining, Urumqi, Shenyang, Dalian, Changchun, Harbin
Tier 3 Cities	Rest of other China cities

6) Mean Time to Restore: measured on On-Net POP of SELLER/CMCC network and calculated by averaging Time-to-Restore (TTR) by number of Network Outage in a month. MTTR is calculated as follows in hours.

MTTR= Sum of TTR of Network Outages/ Total number of Network Outages

Table of MTTR of On-net POP

РОР Туре	MTTR
On-net POP	≤4hrs

8. Service Credit Claim

- If Cloud Connect is not installed by the Ready for Service Date for reasons other than an excused outage, BUYER shall be entitled to one (1) Day of Cloud Connect Monthly Service Charge for each day of delay beginning after the first five (5) Working Days, capped at thirty (30) Days.
- 2) If SELLER fails to meet the Service Availability for any relevant month, SELLER shall pay the Service Credits to BUYER. The amount of the Service Credits will be calculated by multiplying the service credit percentage as listed in the table below by the Monthly Service Charge of the affected Cloud Connect port.
- 3)
- 2 Tunnel Model Service Credit Form

2 Tunnel Duration of Unavailability (Monthly)	Service Credit Percentage
>5 minutes - 10 minutes	2%
>10 minutes - 20 minutes	3%
>20 minutes - 30 minutes	5%
>30 minutes – 60 minutes	10%



1 Tunnel Model Service Credit Form

Duration of Unavailability (Monthly)	Service Credit Percentage
>44 minutes- 1 hour	5%
>1 hour	10%

- 4) If SELLER fails to meet the Average Packet Loss Rate for any relevant month, SELLER shall pay the Service Credits. The amount of such Service Credits will be 3% of the respective Monthly Service Charge of the affected Cloud Connect port.
- 5) If SELLER fails to meet the Average Latency for any relevant month, SELLER shall pay the Service Credits. The amount of such Service Credits will be 3% of the respective Monthly Service Charge of the affected Cloud Connect port.
- 6) The total Service Credits for a failure to meet the Service Availability in any month shall not exceed 10%.
- 7) If SELLER fails to meet the MTTR for any relevant month, SELLER shall pay the Service Credits. The amount of such Service Credits will be 3% of the respective Monthly Service Charge of the affected Cloud Connect backbone.
- 8) The maximum Service Credits payable in aggregate for all Service Level Failure in respect of the Service under a particular Order Form in any calendar month is ten percent (10%) of the Monthly Service Charges of the affected service under that Order Form.
- 9) BUYER shall notify SELLER in writing of any alleged failure to meet the Service Level promptly and not more than thirty (30) Days after the end of the month in which the alleged failure occurred.
- 10) The Service Credits may not be applied to governmental fees, taxes, surcharges, or any other charges other than the Monthly Service Charge.
- 11) The Service Credits will, in general, be reflected in the second invoice following the resolution of the Service Credits claim.
- 12) The Service Credits shall be paid not more than sixty (60) Days after the end of the month in which the alleged failure occurred.

9. BUYER Responsibilities

 In addition to BUYER's other obligations under the Agreement (including those in Clause 10 of the Agreement), BUYER shall provide the Terms of Acceptance executed by itself and its customer before placing an order, provided the Service is located in Mainland China.

10. Exclusions

- 1) BUYER shall not be entitled to the Service Credits in respect of failure to meet the Service Level where the failure is due to any of the events covered by the exclusions listed as follows:
- scheduled maintenance or any other interruptions or service changes agreed in advance in writing to the other Party at least five (5) Days in advance of the scheduled maintenance (except for emergency situation that is or is reasonably likely to have an material impact on the Service, the Party will notify the other Party as soon as reasonably practicable of any emergency work);
- ii. failure attributable in whole or in part to equipment located on BUYER' premises, BUYER's premises environment, or any facilities ordered by BUYER.



- iii. On-Net local or Off-Net international BUYER access circuits;
- iv. failure or fault of application, equipment or facilities located on BUYER's premises supplied by SELLER unless it is caused or given rise by any act or omission by SELLER and failure or fault of the BUYER's applications, equipment or facilities wherever located.
- v. acts or omissions of BUYER or its agents, subcontractors or employees or any user of the service authorized by BUYER;
- vi. major cable fault caused by negligence or default of third parties;
- vii. any act or omission by BUYER, its employees, agents, or contractors over which BUYER exercises control including failure to comply with and observe SELLER's procedures or service guides or unavailability of relevant BUYER's personnel at times necessary for testing or connection of the Service; or
- viii. any Force Majeure Events.