

## GENERAL TERMS AND CONDITIONS FOR SD-WAN NETWORK SERVICES

These General Terms and Conditions apply to China Unicom SD-WAN Network Network Services supplied by China Unicom to Customer. These General Terms and Conditions, Specific Terms and Conditions, SD-WAN Service Order Confirmation (as defined below), and the relevant SLA (as defined below), constitute the entire agreement between the Parties in relation to the sale and purchase of the China Unicom SD-WAN Network services (together, "Agreement"). The Agreement is entered into by and between China Unicom entity signing the relevant Order Confirmation and providing the services under these General Terms and Conditions ("China Unicom") and customer who gets access to and uses China Unicom SD-WAN Network Services and the account ("Customer"). "China Unicom" means China Unicom (Europe) Operations Limited or the China Unicom entities stated in the Application acting on behalf of China Unicom (Europe) Operations Limited, as the case may be. Customer and China Unicom are each referred to as a "Party" and collectively as "Parties" hereunder.

### 1. SCOPE OF AGREEMENT

1.1 Inconsistency. In the event of any inconsistency between these General Terms and Conditions, Specific Terms and Conditions, the SLA, and the Order Confirmation, the order of precedence shall be as follows (from top down):

- (a) (highest) Order Confirmation (as defined below) ;
- (b) the relevant SLA (as defined below);
- (c) Specific Terms and Conditions; and
- (d) (lowest) these General Terms and Conditions .

1.2 No Resale. The China Unicom SD-WAN Network Services purchased by Customer hereunder and the related services provided by China Unicom and its third-party suppliers are for Customer's sole use only. Customer shall not resell or distribute such China Unicom SD-WAN Network Services and related services in whatever means to any other third party.

### 2. Prices

- 2.1 (a) Unless otherwise agreed, all amounts required to be paid hereunder do not include any taxes, duties or other assessments levied or based upon such amounts. If Customer is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any withholding tax from an amount due to China Unicom pursuant to this Agreement, the amount payable to China Unicom shall be increased to the extent necessary to ensure that after making such deduction or withholding, China Unicom receives and retains a net sum equal to the sum it would have received but for such deduction or withholding being required. Customer shall promptly deliver to China Unicom all receipts and/or certificates or other proof evidencing the amounts (if any) paid in respect of any such deduction or withholding. In determining whether and to what extent a deduction or withholding of tax is required by law, the Parties shall cooperate with each other and use their reasonable efforts to apply for any exemption, and shall bear their respective cost and expenses in this regard.
- (b) Each Party shall be responsible for the direct tax liability imposed on its own net income. Customer shall be responsible for the payment of all other taxes including the local levies imposed on Customer by any relevant government authority.

### 3. PAYMENT

3.1 Payment.

- (a) On or before the 5th day of each calendar month, China Unicom shall issue an invoice to Customer, setting out the amount due and payable for the previous month. Customer shall pay the amount set forth in the invoice in full to China Unicom within thirty (30) days from the date of invoice.
- (b) China Unicom may suspend or terminate services to Customer if all amounts owed under any invoice are not paid within forty-five (45) days from the date of receipt of such invoice.

3.2 Bank Charges. Each Party shall be responsible for its own bank charges.

#### **4. RIGHTS AND OBLIGATIONS OF CUSTOMER**

- 4.1 Improper Benefit. Customer, its directors, officers or employees shall not offer, promise, give, authorize, solicit or accept from or offer to China Unicom and its directors, employees, or other third parties any undue pecuniary or other improper business or personal advantage of any kind (or imply that they will or might do any such thing at any time in the future), or directly or indirectly take any other illegal or unlawful action, in any way connected to this Agreement.
- 4.2 Data Privacy. Customer shall comply with any and all applicable laws and regulations on personal data privacy protection and/or direct marketing in any and all relevant or applicable jurisdiction.
- 4.3 Government and Regulatory Notices. Customer shall immediately provide written notice to China Unicom with full details and copies of any enquiry, notice, order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any governmental and judicial entity in connection with China Unicom, China Unicom's suppliers for the China Unicom SD-WAN Network (including but not limited to China Unicom SD-WAN Network) or China Unicom SD-WAN Network, which have been received by Customer if such disclosure is allowed under the applicable laws and regulations and with the consent of the relevant government and judicial entity.
- 4.4 Third Party Software in China Unicom SD-WAN Network.
- (a) Customer acknowledges that certain third party software may be incorporated with the China Unicom SD-WAN Network Services and in connection therewith, Customer may be allowed to use such third party software through its purchase of the China Unicom SD-WAN Network Services. Customer hereby agrees to abide by any and all terms and conditions of such third party software prior to its use of such third party software as may be required by the relevant owner or licensor of such third party software.
- (b) Customer shall have no right to license, sub-license or transfer such third party software to any other persons without the prior written consent of the relevant owner or licensor of the third party software in question.
- (c) Any breach by Customer of this Clause 6.4 shall be deemed a material breach of this Agreement and Customer shall indemnify and hold China Unicom harmless from and against any loss or damage which it may suffer or incur as a result of Customer's breach of any terms and conditions of such third party software.

#### **5. RIGHTS AND OBLIGATIONS OF CHINA UNICOM**

- 5.1 Modification of China Unicom SD-WAN Network. China Unicom shall have the right to modify the features of, cease the offering of, amend the terms and conditions of, or make any other adjustments or modifications to the relevant China Unicom SD-WAN Network Services any time as deemed necessary, provided that in the event of any material modifications to the core features or operation of the relevant China Unicom SD-WAN Network Services, prior written notice is provided to Customer reasonably in advance of such modifications.

#### **6. INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER DATA**

- 6.1 License. Each Party shall, or procure to, grant the other Party a royalty free, non-exclusive, non-transferrable, revocable right to use the "Marks" as agreed between the Parties during the Term (as defined below) and solely for the provision and use of the relevant SD-WAN Network Services in accordance with the terms of this Agreement. A Party shall obtain prior written approval from the other Party for all uses of the Marks. Whenever a Party uses the Marks of another Party, such Party shall clearly indicate the ownership of the Marks by the Party or its licensor(s).
- 6.2 Retention of Rights. Both Parties and their licensor(s) shall retain all intellectual property rights and title in and to the Marks. China Unicom and its relevant licensor(s) shall retain all concepts, techniques, processes, inventions, software or works of authorship or other proprietary information developed, embodied in or practiced in connection with the relevant China Unicom SD-WAN Network Services, including all

modifications, enhancements, derivative works, configurations, translations, upgrades and interfaces thereto by any Party. Except as expressly provided in this Agreement, nothing in this Agreement shall be interpreted to mean that a Party has acquired any right, interest or title in any of the intellectual property rights of the other Party and its licensor(s). Upon expiry or termination of this Agreement, a Party shall immediately stop using the intellectual property rights of the other Party and its licensor(s) and destroy or return to the other Party materials comprising the intellectual property rights of such other Party and its licensor(s).

- 6.3 Customer Data. All customer data in connection with the purchase of China Unicom SD-WAN Network Services by Customer solicited, recruited or invited by Customer will be owned by Customer.
- 6.4 Non-dilution of Trademarks. Neither Party shall use or register in any jurisdiction, domestic or foreign, any trademarks which may be reasonably deemed to be confusingly similar to the other Party's Marks. Customer will not in any online search engine or other online marketing channel bid on any keywords which include the word "CU SD-WAN Network Services", "China Unicom", or "China Unicom SD-WAN Network Services" in English, or any other language or any similar spellings or misspellings thereof.

## **7. CONFIDENTIALITY**

- 7.1 Definition. "Confidential Information" means all information in any medium disclosed by either Party to the other Party concerning either Party, its affiliates and/or China Unicom's suppliers for the China Unicom SD-WAN Network Services that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; (iii) without limiting the foregoing, shall include the terms and conditions of this Agreement (including the Schedules) as the Confidential Information of both Parties.
- 7.2 Confidentiality Undertaking. Each Party will not use the other Party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose or permit the disclosure of such Confidential Information provided by such other Party or otherwise obtained by such first Party, whether obtained before or after the execution of this Agreement, to any third party, except to those of its officers, directors, employees, affiliates, agents, approved subcontractors (if any), professional advisors (if any) and China Unicom's suppliers for the relevant China Unicom SD-WAN Network Services that need to know such Confidential Information for the performance of this Agreement. The foregoing obligations will not restrict either Party from disclosing the other Party's Confidential Information, if pursuant to the order or request of a court, administrative agency, stock exchange, or other governmental body, provided that the Party required to make such a disclosure to the extent permitted by law gives reasonable written notice to the other Party to enable it to contest such order or request.
- 7.3 Return of Confidential Information. Upon expiry or termination of this Agreement, each Party shall, upon the other Party's instructions, return to the other Party or destroy the Confidential Information and any copies thereof.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

- 8.1 Representation. Each Party represents and warrants to the other Party that:
- (a) it has full power and authority to enter into this Agreement, grant (or procure to grant) and be granted the licenses, and to fully perform its obligations hereunder, and it is not subject to any restrictive covenant or other legal obligation which prohibits it from performing its obligations hereunder; and
  - (b) it has obtained all permits, licenses and approvals required to perform its obligations hereunder, and shall comply with all applicable laws and regulations and maintain all permits, licenses and approvals required to perform its obligations hereunder.
- 8.2 Customer Representation and Warranties. Customer represents and warrants that Customer are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.
- 8.3 Undertakings. Customer undertakes to China Unicom that:
- (a) it will maintain any permits, licenses and approvals required to perform its obligations hereunder throughout the Term; and
  - (b) it will not, and procure that its affiliates will not, become the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

## **9. ANTI-BRIBERY**

9.1 Each Party shall:

- (a) comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption;
- (b) have and shall maintain in place throughout the term of this Agreement adequate anti-bribery policies and procedures and will enforce them where appropriate;
- (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;

9.2 Material Breach. Breach of this Clause 10 shall be deemed a material breach.

## **10. INDEMNITY**

10.1 Customer Indemnity. Customer shall defend, fully indemnify and hold China Unicom and its affiliates and their successors and assigns, and their respective directors, officers and employees, harmless from and against any and all claims, causes of actions, suits and proceedings brought by a third party and resulting judgments, settlements, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or relating to (i) Customer's breach or non-performance of any of its obligations under this Agreement, (ii) Customer's breach of any representation, warranty or covenant set out in this Agreement, (iii) any gross negligence or wilful misconduct by Customer in carrying out its obligations under this Agreement, and/or (iv) any claims for infringement of intellectual property rights attributable to Customer's use or unauthorized modification of the China Unicom SD-WAN Network (collectively, the "China Unicom Claims"). China Unicom shall promptly notify Customer of all threats, claims and proceedings relating to China Unicom Claims, permit Customer to control the investigation, defense and settlement of all such third party claims and provide Customer with reasonable cooperation, at Customer's expense, in the defense and/or settlement of such third party claims.

10.2 China Unicom Indemnity. China Unicom shall defend, indemnify and hold Customer and its affiliates and their successors, and their respective directors, officers and employees, harmless from and against all claims, causes of actions, suits and proceedings brought by a third party and resulting judgments, settlements, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or relating to (i) China Unicom's breach of Clause 7 (Intellectual Property Rights and Customer Data) of this Agreement, (ii) China Unicom's breach of any representation, warranty or undertakings set forth in this Agreement, (iii) any gross negligence or wilful misconduct by China Unicom in carrying out its obligations under this Agreement; and/or (iv) any claims for infringement of intellectual property rights in relation to the relevant China Unicom SD-WAN Network Services provided by China Unicom pursuant to this Agreement only if such claims are not attributable to (a) the incorporation of Customer's products into the China Unicom SD-WAN Network Services or use of the China Unicom SD-WAN Network Services in combination with another product, (b) any unauthorized modification of China Unicom SD-WAN Network Services, or (c) any unintended use of the China Unicom SD-WAN Network Services (collectively, the "Customer Claims"). Customer shall promptly notify China Unicom of all threats, claims and proceedings relating to any Customer Claim, permit China Unicom to control the investigation, defense and settlement of all such third party claims and provide China Unicom with reasonable cooperation, at China Unicom's expense, in the defense and/or settlement of such third party claims.

## **11. LIMITATION OF LIABILITY**

11.1 Disclaimer. Except as expressly provided in this Agreement and to the maximum extent permitted by law, China Unicom makes no warranty, express or implied, with respect to the China Unicom SD-WAN Network Services in relation to their merchantability and fitness for any particular purpose.

11.2 Exclusive Remedies. Notwithstanding any other terms of this Agreement to the contrary, Customer acknowledges and agrees that the remedies provided in the terms and conditions set forth in this Agreement, including but not limited to the relevant SLA for the China Unicom SD-WAN Network Services, shall be the sole and exclusive remedies for Customer under this Agreement.

11.3 Limitation of Liability. Notwithstanding any other provisions of this Agreement, to the maximum extent permitted by law, and save as expressly stated in this Agreement, in no event shall either Party or its

officers, directors, employees, or agents be liable to the other Party under any contract, tort (including negligence), strict liability or any other legal or equitable theory for any indirect, special, incidental, consequential, or exemplary damages, or loss of profits or data, even if such Party has been advised of the likelihood of such damages occurring. Notwithstanding any other provisions of this Agreement, for any claim hereunder, the total liability of China Unicom to Customer arising out of or relating to this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the total aggregated sum of payment made by Customer and received by China Unicom under this Agreement as at the date the cause of action for such claim has arisen for the product or service that gave rise to such claim.

## **12. TERM AND TERMINATION**

12.1 Term. This Agreement shall come into effect on the date both Parties have duly and validly executed the Purchase Order or a date specified by both Parties in the Purchase Order and shall remain for the specific period as specified in the Purchase Order, unless terminated by either Party pursuant to these Terms and Conditions or terminated pursuant to the provisions in the Purchase Order (the "Term").

12.2 Termination. Either Party may terminate this Agreement with immediate effect on written notice to the other Party if:

- (a) the other Party commits a material breach of this Agreement (including any breach of any representation, warranties, or undertakings made under this Agreement) and fails to remedy the breach (if remediable) within fourteen (14) days of receiving written notice to that effect specifying the breach and requiring it to be remedied;
- (b) the other Party ceases to conduct its business operations;
- (c) the other Party is unable to pay its debts due and payable; or
- (d) the other Party enters into a composition with its creditors or goes into liquidation, or is dissolved, or adjudged insolvent or is otherwise rendered incapable of performing its obligations under this Agreement. In such event, save in respect of any antecedent breaches, all rights and liabilities of the Parties shall cease and terminate provided that (i) all amounts paid by Customer to China Unicom shall be non-refundable, (ii) all amounts due and owing by Customer to China Unicom shall continue to be due and owing and (iii) such termination shall be without prejudice to any rights or remedies of the Parties which have accrued prior to such termination.

12.3 Survival. Clauses 2, 3, 7.3, 8, 9.1, 9.2, 11, 12, 14 and 15 and shall survive the expiry or termination of this Agreement.

## **13. NOTICES**

13.1 Delivery Method. Notices under this Agreement may be delivered by:

- (a) hand;
- (b) registered mail/speed post;
- (c) facsimile; or
- (d) recognized overnight courier;

to the addresses or facsimile numbers disclosed below, or to such other address or facsimile numbers as may be notified by a Party to the other Party in writing from time to time according to this clause.

13.2 Effect. Notice will be deemed given:

- (a) in the case of hand delivery, registered mail, speed post or recognized overnight courier, on the Business Day immediately following the day of dispatch provided corrected address has been stated. "Business Day" means any day other than a public holiday in Europe; or
- (b) in the case of facsimile, on confirmation of successful completion of transmission.

## **14. GENERAL**

14.1 Assignment and Novation. China Unicom may at its sole and absolute discretion novate, assign or otherwise transfer this Agreement and its obligations thereunder at any time to any of its affiliated entities by giving written notice to the Customer. Customer shall not assign or transfer this Agreement, in whole or in part, or any rights and obligations hereunder, in whole or in part, to any third party, without China



Unicom's prior written consent. This Agreement will bind and inure to the benefits of the Parties' permitted successors and assigns.

- 14.2 Expenses. Except as otherwise set out in this Agreement, each Party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related hereto.
- 14.3 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 Force Majeure. Neither Party shall be liable for non-performance or delay in performance (other than of payment or confidentiality obligations) caused by any event reasonably beyond the control of such Party including, but not limited to wars, acts of terrorism, hostilities, revolutions, riots, civil commotion, national emergency, hacking, cyber-attacks, computer viruses, strikes, lockouts or other labor disputes or shortages or inability to obtain material or equipment, unavailability of supplies, compliance with laws or regulation, epidemics, fire, flood, earthquakes, force of nature, explosion, embargo, or any Act of God, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.
- 14.5 Independent Parties. The relationship between the Parties is that of independent contracting parties. Nothing in this Agreement shall constitute or be deemed to constitute a relationship of employment, agency, joint venture, partnership, franchise or similar arrangement between the Parties.
- 14.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Europe, without regard to or application of conflicts of law rules or principles. Any dispute, controversy, or claim relating to the existence, validity, breach or termination of this Agreement (a "Dispute") shall be resolved through negotiation within thirty (30) business days after the Dispute has been notified by either Party to the other Party. If any Dispute cannot be resolved by the Parties within thirty (30) business days mentioned above, such Dispute shall be referred to and finally resolved by arbitration administered by the Europe International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules then in force, which are deemed to be incorporated by reference herein. The seat of arbitration shall be Europe. The tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The requirements of this Clause shall not preclude a Party from pursuing equitable or injunctive relief in any court of competent jurisdiction or arbitral tribunal, if delay in seeking such relief may result in irreparable harm to such Party.
- 14.7 Press Releases and Public Announcements. Neither Party shall issue any press release or make any public announcement pertaining to this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), other than as may be required by applicable law or rules of any stock exchange.
- 14.8 No Authority. Customer has no authority to negotiate or enter into any agreement, or make any warranty or representations, in the name or on behalf of the other Party, or otherwise bind the other Party, except as otherwise agreed in this Agreement or where and to the extent specifically authorized to do so in writing.
- 14.9 Execution of Documents. Each Party must at its own expense promptly execute all documents and use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.
- 14.10 Severability. Each provision of this Agreement is individually severable. If a court or arbitration tribunal of competent jurisdiction hereof declares any provision invalid, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall continue in full force and effect.
- 14.11 Entire Agreement. This Agreement constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements, statements, arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matter. No modifications, changes or amendments to this Agreement shall be binding on the Parties unless agreed in writing by both Parties.
- 14.12 Headings. The headings to the sections and attachments of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.
- 14.13 Counterparts. This Agreement may be executed by the Parties in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Signatures

executing this Agreement may be delivered by facsimile transmission or in an emailed PDF file or by other reliable electronic means.

## 15. Definitions

15.1 In these General Terms, the following words have the following meanings:

**Affiliate** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with 50% or more equity or more in an entity.

**Applicable Law** means (a) any applicable law, rule or regulation of any jurisdiction; (b) any applicable lawful determination, decision or direction of a government agency in any jurisdiction; (c) any applicable obligations under any telecommunications licence, any binding industry standard or industry code; and (d) any applicable international convention or agreement.

**Business Day(s)** means a day other than a Saturday, Sunday or public holiday in the location of the premises of the Customer or of its customer to which the Services are supplied or, if Services are supplied in more than one location, such of those locations nominated by CUHK or if none are nominated, Europe.

**Charges** means the charges for the Services calculated in accordance with the relevant Order and Services Terms or applicable tariff generally or these terms which shall include: (a) initial charges which include installation and other non-recurring charges imposed by local access providers, per Port installation charges and per PVC installation charges; (b) monthly recurring charges which will be charged on a lump sum basis or usage basis monthly or yearly; (c) local access charges and/or related expenses if CUHK is procuring local access for you in connection with the relevant Services; and (d) any other miscellaneous charges or levies.

**Circuit Location Address** means the locations specified by the Customer in the Order for one or both ends of any item of Services, if such item of Services is to be delivered at a location otherwise than at a CUHK POP.

**Consequential Loss of a Party** means any loss of profits, indirect, special, economic, punitive or collateral loss including goodwill, revenue, bargain or opportunities or loss or corruption of data or loss of anticipated savings or business whether caused by negligence or otherwise and whether arising out of or relating to the agreement, any Services, or any failure to supply or delay in supplying any Services.

**“CHINA UNICOM”, “CU”, “CUHK”, “We” or “us”**, including their grammatical variations and cognate expressions, means China Unicom (Europe) Operations Limited.

**CUHK POP** means a network POP maintained by CUHK or its Affiliates or partners.

**CUHK Equipment** means equipment (including any Software) owned or licensed by CUHK or our agent and used by Customer in connection with the Services.

**CUHK Sold Equipment** means equipment sold to the Customer (including any Software licensed to Customer) and placed on the Customer's premises by CUHK for the provision of a Services.

**Customer**, you and your refers to the customer identified on the Order.

**Customer Equipment** means equipment (including software embedded in or run on such equipment) other than CUHK Equipment and CUHK Sold Equipment, used by Customer in connection with the Services.

**Customer Information** means the information of customer (including personal information) provided to CUHK in connection with the provision of Services.

**Delivery and Delivered** means the delivery of Services or any part thereof to Customer upon completion of testing on CUHK Circuit and Non-CUHK Circuit involved in the Services.

**Due Date** means thirty (30) days after the relevant invoice date.

**General Terms** means the general terms and conditions constituted by this document.

**Intellectual Property Rights** means all rights conferred under statute, common law and equity in and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

**Interest** means interest at the rate per annum, compounded daily, which is equal to the Prime Lending Rate set by HSBC for loans made in Europe plus 2%.

**Local Circuit(s)** means a circuit connecting premises of the Customer or its subscriber to an international gateway located in the same country, territory or jurisdiction.

**Loss** means, whether arising in contract, in tort, under statute or otherwise:

- (a) any Consequential Loss arising out of this agreement or breach of this agreement;
- (b) any loss arising from, or consequential upon, any act or omission of any third party not under the reasonable control of a Party; or

- (c) any loss arising from, or in relation to:
- (i) any delay in the initial provision of, or any interruption in the provision of any Services which CUHK is required to provide under this Agreement; or
  - (ii) any error or omission in relation to information transmitted through either party's network.

**Minimum Period** means the minimum commitment period for each Services specified in the Order (being at least one (1) year from the Service Commencement Date) and if no minimum commitment period is specified in the Order, the minimum commitment term will be one (1) year commencing on the Service Commencement Date for the Services.

**Non-CUHK Circuit** means a circuit on a third party network, including a Local Circuit or an international half circuit which is or is to be connected to any Services provided by CUHK.

**Order or Order Form** means the Customer Order Confirmation for the Services in the form determined by CUHK from time to time and shall include any schedules and annexes attached to or referred to in it.

**Party** means CUHK or you and Parties means CUHK and you.

**Personal Information** means any data relating directly or indirectly to a living individual, from which it is practicable for the identity of the individual to be directly or indirectly ascertained, and in a form in which access to or processing of the data is practicable.

**POP** Refers to China Unicom network node which the customer premise interconnects.

**Port** means the equipment, or characteristics of equipment, set out in the Order and supplied by CUHK or its Affiliates or partners or agents at the CUHK POP to allow for interconnection to the relevant Services.

**PVC** stands for "Permanent Virtual connection" or "Permanent Virtual Circuit" and means a virtual circuit that provides the functional equivalent of a dedicated private line service over a packet switching network between two pieces of data terminal equipment.

**Services** refer to the China Unicom services providing customers to connect customer sites.

**Service Commencement Date** means the earlier of (i) the seventh day after the Service Delivery Date; or (iii) any other date which we shall notify you.

**Service Delivery Confirmation** means the written notice from CUHK to Customer upon Delivery of Services which Customer is required to confirm its acceptance of Services by signing and returning the same.

**Service Levels** refers to those agreed quantitative and qualitative levels of delivery and performance required for the provision of the SERVICES as specified in this document.

**Service Terms** means the special terms and conditions from time to time applicable to the relevant Services.

**Service Test** means an opportunity for you to test the Services before the Service Commencement Date.

**Software** means any software supplied or licensed to use by or CUHK from time to time.

**Tax** means any tax (including value added and sales tax), duty, surcharge, levy, impost, deduction, charge, duty, withholding tax and stamp or transaction duty and in each case whether existing at the Service Commencement Date or not) plus all and any interest, expense, fine, penalty, levy or other charge arising directly or indirectly as a result of the existence or operation of the agreement created or otherwise relating to the Services or from the obligation to pay such taxes, fees, duties and surcharges but not income or capital gains tax liabilities of CUHK in relation to the supply of Services or sale of equipment.

**Term** means the term of the agreement to supply the relevant Services to you under each Order, which commences on the Service Commencement Date until the expiry or termination of the relevant Order, whichever earlier.

**Third Party Service Agreement** means an agreement between CUHK and third party operator entered into pursuant to these General Terms as more specifically described in Clause C.3 for such third party operators to provide all or part of Services including Local Circuits and other Non-CUHK Circuits.

2. Headings are inserted for ease of reference only and do not affect the interpretation of these General Terms.

3. References to Clauses are references to clauses of these General Terms.

**4. Unless the context other requires, the singular includes plural, the masculine gender includes the feminine and neuter genders and vice versa.**

## **SPECIFIC TERMS AND CONDITIONS FOR SD-WAN NETWORK SERVICES**

[Definitions of initial-capitalized terms appear in Clause 15 of the General Terms and Conditions for SD-WAN NETWORK SERVICES and Clause 10 and other clauses of these Specific Terms and Conditions below.]



## 1. Your Contract with China Unicom

1.1 Together with the General Terms and Conditions for SD-WAN NETWORK SERVICES (the “**GTC**”), these China Unicom SD-WAN Network Services Specific Terms and Conditions (including any additional attachments, if any, which will be deemed an integral part hereof for all purposes) (the “**STC**”), when attached to or referenced in an Order Form properly filled out and duly executed by you and China Unicom, will constitute your agreement (the GTC, the STC and the Order Form, collectively, the “**Agreement**”) with China Unicom for our Software Defined Wide Access Network (SD-WAN) Service (for purposes of this Agreement, the “**SD-WAN**”, the “**Service**” or the “**SD-WAN Service**”)

1.2 Please refer to the GTC for the general terms and conditions applicable to our Agreement with you for the Service.

## 2. Use of Service

2.1 China Unicom's SD-WAN is based on SDN network structure, leveraging China Unicom International Internet (the “**CUII**”) network, public Internet, 4G/5G and other bearer networks to provide customers carrier-grade high- reliability, distinguished, intelligent, innovative dedicated connection service.

The SD-WAN Customer Premises Equipment (“**SD-WAN CPE**”) configured at the customer site is connected to the Internet, with the secured transmission to CUII. SD-WAN shall provide the network connections between enterprise sites with fast provisioning, secure networking and flexible system expansion.

2.2 Your portal Account: To access and use the Service, you may have applied an account to order, modify and provision the Service by yourself (you can ask our customer manager to do these on your behalf, then you don't need the account). You shall make sure that the information of your account is truthful and accurate. If your information changes at any time, please update such information in your account to reflect those changes and update us if the changes may affect our provision of the Service. You are responsible for (a) maintaining the confidentiality of your account and the security of any passwords, authentication keys or security credentials used for enabling your access to the Services, and (b) all activities that occur under

your account, whether they are your activities, by any end user or otherwise. You will notify us immediately about any unauthorized or misuse of your account or any security incident related to the Services. You acknowledge and agree that we shall not be liable for any unauthorized or misuse of your account.

2.3 Your Content. You will ensure that Your Content will not violate the terms and conditions of this Agreement and any applicable laws and regulations. You are solely responsible for the legality, accuracy, integrity and reliability of Your Content. You are solely responsible for securing and maintaining any required notice, consent or authorization for Your Content provided by your and processed by Us as part of the provision of the Service. We will not assume any obligations and liabilities related with Your Content, unless otherwise required by applicable laws.

2.4 Third-Party Content. The Service may include or be provided together with Third-Party Content. Third-Party Content may be governed by this Agreement, or if applicable, by separate terms and conditions specified in the Services terms and additional documentations. Third-Party Content is provided on an “as-is” and “as available” basis. We make no representation or warranty of any kind in respect of any Third-Party Content and shall have no liability for any loss, damage, expense or cost of any nature or kind resulting from any Third-Party Content.

## 3. Initial Charges

3.1 Initial Charges. Initial Charges for the Service will consist of two elements: (i) SD-WAN CPE equipment logistics charge (ii) on-site installation charge if applied;

## 4. Monthly Service Charges

4.1. Monthly Service Charges. Monthly Service Charges for the Service consist of two elements: (i) SD-WAN Service Charges; and (ii) value added functions charge, if there is any, which will be specified in the Order Form.

## 5. Other Charges

5.1. In addition to Monthly Service Charges and Initial Charges, you 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 reconfiguration; (iii) Service cancellation or disconnection; and (iv)

miscellaneous additional charges to the extent that our efforts to install, reconfigure or disconnect any aspect of the Service are delayed for any reasons resulting from your negligence, a change order you requested, or delays in your performance of your obligations under this Agreement.

## 6. Project Completion and Service Acceptance

6.1 The Service is to be accepted per single access port and related CPE interconnection.

6.2. After China Unicom finishes the provisioning of SD-WAN Gate Way ("**SD-WAN GW**") ports for you, we will notify you by email or telephone. You must finish the installation of local internet and connected the received SD-WAN CPE within two (2) days of receiving our notification, and notify our project manager of the completion of the SD-WAN CPE installation. China Unicom is responsible for network configuration and will coordinate with you to test the interconnection when SD-WAN CPE is ready. China Unicom will issue an acceptance letter if the testing is successful (the "**Acceptance Letter**"). However, in the event that testing is not successful, we will perform trouble shooting and re-configuration as necessary and then repeat the testing process until the testing is successfully completed. Once the testing is successful, an Acceptance Letter will be issued to you. The actual ready-for-service date is indicated on the Acceptance Letter (the "**Ready-for-Service Date**" or "**RFS Date**"). You should sign and return the Acceptance Letter to us within one (1) day of receiving it. The service commencement date starts on the actual RFS date indicated on the Acceptance Letter (the "**Service Commencement Date**").

## 7. Technical Standards and Method of Operations

7.1. Unless otherwise agreed by the Parties, the technical standards and method of operation to be applied and used in the provision of the Services shall conform to the relevant Recommendations of The Telecommunication Standards Sector (the "**TSS**") of the International Telecommunication Union (the "**ITU**") and the relevant Request for Comments (the "**RFC**") documents of the Internet Engineering Task Force (the "**IETF**").

## 8. Term

8.1 This Agreement shall take effect upon the Service Commencement Date for the Service as specified in the Order Form and shall expire or terminate upon the first to occur of (a) expiration of the Term as specified in the Order Form, or (b) termination of the Service or this Agreement in accordance with this Agreement.

8.2 If a Minimum Period is required for any part of the Service, such Minimum Period for that part of the Service will be specified in the Order Form. Upon conclusion of the Minimum Period, the Order Form will be automatically renewed on annual basis ("**Renewal Term**") unless either Party gives thirty (30) days written notice to the other Party in accordance with this Agreement of its intention not to renew that part of the Service. In such event, that part of the Service shall cease upon expiry of the Minimum Period.

## 9. Disclaimer

We do not warrant (a) the Service will be performed error-free or uninterrupted; (b) we will correct all defects or errors, or prevent third party disruptions or unauthorized third party access in connection with the Service; or (c) the Service will operate in conjunction with Your Content or any other hardware, software, systems, services or data not provided by us. To the extent permitted by law in each case and except as expressly provided herein, we exclude and specifically disclaim all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, including without limitation, any warranties, representations, terms, conditions or other commitments of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose.

## 10. Definitions

"**SD-WAN CGW**" means the virtual gate way on China Unicom's network with routing, cloud, policy enforcement, basic network services to subnets and etc. functions.

"**SD-WAN Customer Premises Equipment**" or "**SD-WAN CPE**" means the equipment with router, VPN, and etc. functions, located at the Customer end that is connected to CGW through the internet, MPLS-VPN, 4G/5G or other connections.

**“Third-Party Content”** refers to any third party software, data, interfaces or other products installed, used or downloaded by you in connection with the Service.

**“Your Content”** refers to all data (including personal data), software, device, text, images,

video, audio, photographs, third-party applications, information, materials, in any format, provided or made available by you and/or your end user that is transferred to, stored in, processing on the Service. Our materials, data and information will not fall within the definition of “Your Content”.