## **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



## **MASTER SERVICES AGREEMENT**

## **BETWEEN**

## **CHINA MOBILE INTERNATIONAL LIMITED**

| And               |  |
|-------------------|--|
| [xxx]             |  |
|                   |  |
| Agreement Number: |  |

## **China Mobile International Limited**

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This Master Services Agreement (this "Agreement") is entered into as of the date of the last signature set forth below by and between:

**CHINA MOBILE INTERNATIONAL LIMITED**, a company incorporated in Hong Kong, with registered office at Level 30, Tower 1, Kowloon Commerce Centre, No. 51 Kwai Cheong Road, Kwai Chung, New Territories, Hong Kong (hereinafter referred to as "CMI");

and

[XXX], a company incorporated in [TBC], with a registered office at [TBC] (hereinafter referred to as "BUYER").

### 1 Purpose and Scope of the Agreement

This Agreement sets forth the rights and obligations of the Parties with respect to which SELLER and BUYER will interconnect their networks for the purpose of providing Services to BUYER.

This Agreement shall be read and construed together with the Annexure hereto attached and such further Annexure as may hereafter be from time to time agreed between the Parties to be attached. All Annexure shall form an integral part of this Agreement.

### 2 Ordering Procedure and Service Provision

- 2.1 Services. CMI, either directly or through its Affiliates or Underlying Operators, shall provide Customer with services for the direct transmission and reception of data, video, voice, and/or facsimile signals between terminals (the "Services"). CMI provides Services to Customer under these terms and conditions specially tailored to meet the unique needs of Customer. CMI will work with Customer and endeavor to meet Customer's particular needs but Customer understands that certain Services may not be available or offered in all areas or to all customers based on CMI's assessment of the costs involved, availability of capacity, facilities or other necessary resources, or other business considerations.
- 2.2 Subscription. CMI has listed Services on AWS Marketplace as SaaS, which is convenient for Customer to review and subscribe Services. Once the service subscription is completed on AWS Marketplace, which means Customer has accepted AWS Marketplace terms and conditions, Customer must abide by all of AWS Marketplace buyers rules and procedures such as account setting, payment setting, payment, and etc.
- 2.3 Ordering. Once Services are subscribed on AWS Marketplace and Customer account is set, Customer will purchase Services by submitting to CMI a Customer Order Summary ("Order") through CMI service Customer Portal, which will set out the Service requested and information reasonably necessary for CMI to provide that Service to Customer based on Customer's specific request and circumstances, including term of the Service, volume requirements, technical and logistical specifications, geographic scope and pricing that applies to Services to be provided. Acceptance of an Order by CMI and provision of a new Service is subject to submission of complete and accurate information by Customer and availability of the requested Service. Depending on the particular Services requested and the Customer circumstances, not all Services are available to all Customers. Each Order submitted by Customer may be subject to an engineering review and regulatory compliance review by CMI to determine whether the Service requested can be built or upgraded in order to provide the requested Service. All submitted Orders are subject to approval and acceptance by CMI and CMI reserves the right to reject an Order for any reason provided,

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however that CMI shall use commercially reasonable efforts to notify Customer of any such rejection and the reason therefore within five (5) Business Days. If an Order is rejected, CMI will work with the Customer to revise the terms so that a new Order can be signed.

- 2.4 Orders by Customer Affiliates. Customer's Affiliates may purchase Services under this Agreement by submitting an Order. The conditions for Ordering set forth in 2.3 above shall apply to any request for Service by Customer Affiliate. Upon acceptance of an Order by CMI, any Customer Affiliate that purchases Services under this Agreement shall be bound by the terms and conditions to the same extent as Customer; provided, however, that Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to any Order accepted from any Customer Affiliate, and any event of default under this Agreement by the Customer Affiliate with respect to such Order shall also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to any Order accepted from a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.
- 2.5 Private Offer. Private Offer is a purchasing program that allows sellers and buyers to negotiate custom prices and end user licensing agreement terms for the service purchases in AWS Marketplace. CMI will create a Private Offer to Customer with the agreed price and term. Customer shall provide AWS Global account ID to CMI for creating the Private Offer specifically through AWS Marketplace Management Portal. A unique ID and a URL will be generated, and CMI will send the URL to Customer via email. When Customer navigates to the product subscription page by the URL, a banner indicates that a Private Offer is available. After Customer accepts the offer, Customer is invoiced for the purchase using the same portal tools used for all AWS Marketplace transactions. Accepted offer becomes agreement, and is also referred to as contract or subscription.

### 3 Term

- 3.1 <u>Term of Agreement.</u> This Agreement is effective and the Parties' obligations shall commence upon the Effective Date and, unless otherwise terminated pursuant to the terms of this Agreement, shall continue until the later of date that is three (3) years from the Effective Date of this Agreement or one (1) year from the expiration of the last Service Term below.
- 3.2 Term of Service. A) Each Standard Order shall set out the Initial Service Term of any Service provided under this Agreement. Customer must specify an Initial Term for each service in the order which shall be at least one (1) month period. If no Initial Service Term is specified in an Order, the Initial Service Term shall be one (1) year from the Service Activation Date. Upon the expiration of the Initial Service Term, an Order automatically shall be renewed by monthly basis and until one Party provides the other Party with written notice of termination pursuant to Section 3.3, below. B) Each Private Offer is set initial terms as twelve (12) months period and will be specified in the order and the welcome letter from the service Activation Date. Upon the expiration of the Initial Service Term of the Private Offer, the Private Offer automatically rolls back to the Standard Order with AWS Market listing price. That shall be renewed by monthly basis and until one Party provides the other Party with written notice of termination pursuant to Section 3.3 below. Within three-month period before the Private Offer expiration date, there is the opportunity for both parties to renegotiate to renew the Private Offer with 12 months Renewal Service terms at the end of the initial Service Terms. The Initial Service Term and Renewal Service Terms together shall be referred to as the "Service Term."
- 3.3 Notice of Termination. Any notice of termination under this Agreement shall be effective thirty (30) days after confirmation of receipt by the other Party, unless a different amount of time is specified elsewhere in this Agreement. A request by Customer for termination of a Service at the end of a Service Term or

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otherwise must be sent by email and will be effective only upon CMI's specific confirmation of receipt of the request. If Customer does not receive such confirmation from CMI within forty-eight (48) hours, Customer must request the Account Representative to confirm receipt of Customer's notice of termination and, upon such confirmation of receipt, Customer's original date of termination notice shall apply.

### 4 Implementation

- 4.1 A RRFS Date is a tentative date agreed to between the Parties for the provision of a Service by SELLER. Any RRFS Date set forth in the Order Form or otherwise specified by SELLER is subject to SELLER's standard and expedited delivery intervals for the applicable Service. These intervals may change from time to time. Although SELLER will use its reasonable efforts to provide the Service on or before the RRFS Date, SELLER's inability to do so or to meet any other target date will not constitute a breach by SELLER under this Agreement. However if SELLER fails to make a Service available to BUYER within ninety (90) Days of the applicable RRFS Date, BUYER may by giving ten (10) Days' prior written notice to SELLER cancel the Service so delayed and any advance payments made by BUYER to SELLER shall be refunded by SELLER. Such refund will be BUYER's sole remedy under this Agreement.
- 4.2 Prior to any RRFS Date for the Service at any location, BUYER may postpone the RRFS Date for that location by giving SELLER prompt written notice to such effect. If the rescheduled RRFS Date is more than thirty (30) Days following the original RRFS Date, SELLER shall have the right to bill BUYER for any charges or expenses incurred by SELLER as a result of the rescheduling. Such expenses may include local access fees. In any event, BUYER shall not postpone the RRFS Date for any location by more than sixty (60) Days from the original RRFS Date.
- 4.3 If BUYER requests delivery of the Service at a location other than a SELLER POP, SELLER or SELLER's designated Affiliate will arrange local access from the requested SELLER POP to BUYER's specified location and BUYER shall solely bear the additional charges, if any, incurred which will be specified in the Order Form. BUYER must cooperate with SELLER in securing local access arrangements from local access providers. If SELLER arranges local access on BUYER's behalf in connection with a Service, BUYER is deemed to have agreed all applicable acceptable use and security policies provided those policies are reasonably and ordinarily imposed by the local access provider(s) and provided the applicable charges are in accordance with the amount of charges specified in the Order Form that have been agreed upon by BUYER, and BUYER will pay SELLER for any such charges imposed by the local access provider(s).

### 5 Cancellation of Orders

The termination of a Service by BUYER prior to delivery shall be a cancellation of an order for that Service. BUYER shall be liable to pay SELLER: (a) installation charge and three-month recurring charge provided in relevant Order Form, (b) all payments contractually required to be made and actually made by SELLER and its subcontractors to a third party as a direct consequence of the cancellation; (c) any other direct actual costs (including reasonable allocation of overhead expenses) that SELLER incurred or will incur as a direct consequence of the cancellation.

#### 6 Service Assurance

- 6.1 SELLER will be responsible for:
  - (a) managing the service assurance;
  - (b) receiving and handling fault reports from BUYER;
  - (c) repairing the fault in the part of the network which is under SELLER's control; and
  - (d) updating the trouble ticket on fault progress.
- 6.2 SELLER shall promptly handle reasonable complaints from BUYER. In the event of delay, BUYER shall

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be provided a notice in writing or via telephone of the reason for delay and when the issue will be resolved.

6.3 SELLER shall meet performance measures as defined in Annexure.

### 7 Testing and Service Acceptance

- 7.1 SELLER will start testing from the RRFS Date which is indicated in Order Form.
- 7.2 A Service will be considered as accepted if BUYER does not reject such Services in writing to SELLER within three (3) Working Days from Ready For Service Date.

### 8 Charges and Payment

- 8.1 Charges for a Service generally consists of: (a) one-time installation charges ("Initial Charge"); (b) monthly recurring charges which will be charged on lump sum basis or usage basis ("Monthly Service Charge"); (c) local access charges and/or related expenses if SELLER is procuring local access for BUYER in connection with the Service; and (d) any other miscellaneous charges (collectively "Charges"). Particulars of all Charges will be set forth in the Order Form and the Specific Terms and Conditions of Sale.
- 8.2 The Charges are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental or regulatory body and/or department arising from or as a result of the provision of the Services under this Agreement. BUYER shall be responsible for the payment of the above-mentioned taxes, irrespective of the taxes imposed on SELLER or BUYER.
- 8.3 If BUYER is required by law to deduct or withhold any taxes, duty or levy from any amounts payable under this Agreement, such amount shall be increased as necessary so that SELLER receives an amount equal to the sum it would have received without any deduction or withholding. BUYER shall provide a copy of the withholding tax certificate to SELLER without undue delay.
- 8.4 The level of Charges during the Initial Term or any fixed term contract shall be fixed. Subject to applicable law, after the expiry of the Initial Term or fixed term contract, SELLER reserves the right to adjust upward the Charges at any time to reflect the increased costs SELLER incurs in providing the Service to BUYER. SELLER shall give BUYER thirty (30) Days' prior written notice to give effect to such changes. Notwithstanding the foregoing, at all times SELLER reserves the right to vary the Charges at any time to reflect changes necessitated or resulted in the imposition of governmental policies and SELLER shall give BUYER thirty (30) Days' prior written notice to give effect to such changes.
- 8.5 Where the Monthly Service Charge is on lump sum basis, they will begin to accrue on the Service Commencement Date and SELLER shall invoice BUYER in advance for all Charges in SELLER's first invoice. Where Monthly Service Charge is on usage basis, SELLER shall invoice BUYER in arrears. SELLER shall invoice and BUYER will pay the invoices in the currency specified in the Order Form. BUYER must pay SELLER's invoices in full within thirty (30) Days of the invoice date ("Due Date"). BUYER must pay all amounts invoiced or otherwise owed to SELLER under this Agreement without withholding, set-off or deduction. Any sum that is not paid when due will incur an interest charge at a rate of 10% per annum, or the maximum amount permitted by law, whichever shall be the higher, commencing on the Due Date. Where bank fees occur, such expenses imposed by BUYER's bank(s) and/or other intermediate bank(s) located outside BUYER's country shall be borne by SELLER.
- 8.6 If there is a bona fide dispute on SELLER's invoice, BUYER must give written notice to SELLER of such dispute no later than twenty (20) Days before the Due Date by specifying:

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- (a) the invoice in dispute;
- (b) the amount of Charges which are the subject of the dispute; and
- (c) the grounds of the invoice in dispute and the facts on which BUYER relies

provided however that the undisputed portion Charges is paid in full on or before the Due Date. The Parties shall investigate and resolve the matter as soon as practicable but in any event no later than twenty (20) Days from the date the bona fide dispute is submitted. When such negotiation fails, the dispute shall be resolved in accordance with Clause 16.3 hereof. An invoice for Charges payable shall be deemed to have been accepted by BUYER if BUYER does not object in writing within ten (10) Days after the invoice is issued by SELLER.

### **8A SECURITY REQUIREMENT**

- 8A.1 Upon execution of this Agreement, BUYER shall provide SELLER with a security deposit of [amount & currency] in the form of a [bank guarantee] or [cash deposits] for the payment of Charges under this Agreement ("Security Requirement").
- 8A.2 BUYER shall vary the value of the Security Requirement within seven (7) Days of receiving notice from SELLER requiring it to do so in the event of either:
  - (a) that BUYER failing to pay Charges owing under the Agreement (that are not subject of a bona fide billing dispute); or
  - (b) SELLER 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.
- 8A.3 If BUYER fails to pay any Charges owing under this Agreement (that are not subject of a bona fide billing dispute) when they fall due:
  - (a) SELLER may apply the Security Requirement, or part of it, in satisfaction of the unpaid Charges; and
  - (b) BUYER shall immediately restore or procure the restoration of the Security Requirement to the required level.
- 8A.4 On termination of this Agreement, SELLER may apply the Security Requirement, or part of it, in satisfaction of any unpaid Charges. BUYER shall be entitled to request in writing for the release of the Security Requirement after payment in full for all Charges and SELLER shall release the Security Requirement (or the balance thereof) to BUYER within thirty (30) Days after receiving such request, SELLER reserves the right to retain interest, if any, accruing on the Security Requirement.
- 8A.5 Provision by BUYER of any Security Requirement does not:
  - (a) relieve BUYER of its obligation to pay the Charges to SELLER; or
  - (b) affect any right of SELLER to suspend or terminate the operation of a Service or the Agreement in whole or in part in accordance with its terms.

### 9 Modification and Maintenance

9.1 SELLER may modify the network or technical specifications applicable to any Service so long as such modifications do not result in any significant changes to the features and functionalities of the Service at the time BUYER purchased it.

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- 9.2 SELLER may at SELLER's sole discretion wholly or partially suspend the Service in connection with network or equipment modification, preventive or emergency maintenance, or as may be required by applicable law. For any maintenance scheduled beforehand and undertaken by SELLER, SELLER shall to the extent reasonably practicable, give BUYER advance notice of such scheduled maintenance and suspension of Service. For unscheduled or emergency maintenance, SELLER shall give BUYER as short a prior notice as is reasonably practicable. The notice given under this Clause 9.2 will provide such details as are available concerning the maintenance and duration of suspension. To the extent commercially possible, SELLER shall discuss the scheduled maintenance with BUYER in advance and implement it in a manner which could minimize the impact as much as possible on BUYER and BUYER's users.
- 9.3 SELLER provides a coordinated, single point of contact maintenance function for BUYER on a 24/7 basis. SELLER will notify BUYER of the details of this point of contact.

### 10 BUYER's Responsibilities

In addition to BUYER's other obligations under this Agreement and where appropriate, BUYER must:

- 10.1 Procure for SELLER and its subcontractors and agents access to the premises and points of contact at all Circuit Location Addresses;
- 10.2 Provide SELLER with such additional documentation, such as letters of agency as may be necessary for SELLER to procure local access for BUYER in connection with the Service;
- 10.3 Assume all responsibility for all local access arrangements procured by SELLER in connection with the Service;
- 10.4 Upgrade BUYER provided equipment as necessary to support the Service and provide environmentally suitable equipment rooms that comply with applicable laws and other requirements as may be applicable to the relevant equipment or otherwise reasonably specified by SELLER;
- 10.5 Participate in any testing procedures and provide escort services and a secure and safe environment to any personnel of SELLER or its subcontractors while they are on BUYER's premises for purposes of installation, testing or maintenance;
- 10.6 To the extent that SELLER has agreed to provide any network terminating or other equipment in connection with the Service, BUYER must:
  - (a) acknowledge that title to any equipment placed by SELLER or SELLER's subcontractor on BUYER's premises in connection with the Service remains with SELLER or such subcontractor;
  - (b) be responsible for preparing the location for installation, including providing adequate space, heating and cooling and electrical power;
  - (c) provide SELLER or SELLER's agents with reasonable access to the location for installation and maintenance;
  - (d) use reasonable care in protecting the equipment from damage or loss and repair or replace any equipment that is damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes that are within BUYER's reasonable control;
  - (e) upon termination of the Service or the Agreement for any reason, make available all equipment for removal or return in the same condition as originally installed (ordinary wear and tear excepted) or pay a mutually negotiated restoration or retention fee;
  - (f) not hold SELLER liable for any interruption of or inability to use the Service where such event is caused by BUYER's failure to comply with any of the foregoing;
  - (g) be responsible for connection from BUYER's end equipment to SELLER's terminating equipment;

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- 10.7 Use the Service only for the purposes for which it is designed and provided and be prohibited from for any unlawful, harmful or offensive activities using the Service: (a) that it may be exposed to sanctions or prosecution; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of SELLER's network or networks with which SELLER is interconnected or interfere with another customer's use of the Services;
- 10.8 Possess or obtain and maintain in force all necessary licenses and permits, and comply with any laws, directives, regulations and conventions which may be applicable to the possession or use of the Service by BUYER or third parties using it through BUYER;
- 10.9 Not use the Service or permit third parties using it through BUYER to do so in a manner which:
  - (a) violates any applicable law, regulation, treaty or tariff;
  - (b) violates the acceptable usages and security policies of any networks, equipment or services which are accessed through SELLER's network (subject to change from time to time);
  - (c) infringes on the intellectual property rights of others;
  - (d) is fraudulent, deceptive, or misleading;
  - (e) is excessively burdensome or otherwise results in network interruptions of any kind; or
  - (f) involves illegal or unauthorized access, exploitation, interruptions or monitoring.
  - (g) breaches The Terms of Acceptance as attached hereto which shall take effect upon the signing of this Agreement.
- 10.10 BUYER must hold harmless and indemnify SELLER and its Affiliates, directors, officers and employees against any claims made by third parties for any failures to comply with BUYER's obligations under this Clause.
- 10.11 BUYER must comply with BUYER's other obligations that are specified in the Annexure.

#### 11 Termination

- 11.1 Termination for Breach by BUYER. If: (a) BUYER fails to pay any outstanding Charges due under this Agreement within thirty (30) Days of SELLER notifying BUYER of the delinquency; or (b) BUYER fails to comply with any other material provision of this Agreement and has not remedied the failure within thirty (30) Days of SELLER notifying BUYER, BUYER will be in default of this Agreement. Once BUYER is in default of this Agreement, SELLER may at SELLER's sole discretion do any or all of the following: (i) terminate or temporarily suspend all of the Services or just the Services that are the subject of the default; (ii) terminate this Agreement; (iii) request BUYER to take possession of and/or remove any equipment BUYER has in SELLER's facilities in connection with the Service and, if BUYER fails to do so within seven (7) Days of such request, SELLER may arrange for the removal of such equipment at the reasonable cost of BUYER; or (iv) exercise such other remedies as are available to SELLER at law or in equity. If SELLER terminates a Service or the Agreement, in addition to all Charges accruing to the applicable Service up to and including the termination date, BUYER must also pay SELLER the termination charges described in Clause 11.3. In the event SELLER suspends a Service pursuant to this Clause, Charges will continue to accrue during the period of suspension until (a) either Party terminates the Service or this Agreement or (b) BUYER cures the applicable default pursuant to which SELLER reactivates the Service.
- 11.2 Termination for Breach by SELLER. If SELLER fails to perform a material obligation under of this Agreement and has not remedied such failure within thirty (30) Days of BUYER notifying SELLER, BUYER may terminate the applicable Service. BUYER will not be liable for any Charges accruing to the Services from the date of termination. In addition, BUYER could exercise other remedies as are available to BUYER at law or in equity. If SELLER's failure to perform (and no other factors attributed by BUYER) resulted in BUYER not being able to use the Service, BUYER will not be liable for any Charges accruing

Private and Confidential Version Date: 09 Apr 2024

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to the Service after the date the Service became unusable.

- 11.3 Termination Charges for BUYER Breach or Early Termination for BUYER Convenience. For each Service that is terminated after delivery, but prior to the end of the applicable Initial Term: (i) by BUYER other than due to breach by SELLER or (ii) by SELLER due to breach by BUYER, BUYER must pay the following termination charges: (a) all unpaid and/or outstanding Charges incurred up to and including the date of termination; and (b) all Monthly Service Charge that would have been payable for the remainder of the Initial Term; and (c) any Initial Charge waived by SELLER; and (d) any taxes payable by BUYER as stipulated under Clause 8.2.
- 11.4 <u>Termination for Bankruptcy, etc.</u> If any proceedings in bankruptcy, reorganization, insolvency, liquidation or receivership are commenced by or against either Party, the other Party may, upon twenty-four (24) hours' written notice, terminate this Agreement with immediate effect.

## 12 Third Party Use

12.1 BUYER may resell and permit third parties to use the Service, subject to the following conditions: (a) no such resale or third party use will lessen or modify BUYER's obligations under this Agreement; (b) use of the Service by third parties must comply with this Agreement and all applicable laws; (c) BUYER must possess or maintain all licenses, permits and other requirements that may be applicable to such resale or third party use;(d) get approval from the SELLER. BUYER must, and hereby agrees to, indemnify, defend and hold harmless SELLER and SELLER's Affiliates, employees, agents, subcontractors and suppliers for and from all liabilities and costs (including reasonable legal fees) arising from any and all claims by any third party in connection with the Services, (including, without limitation, any claims regarding content transmitted using the Services or violation of data protection legislation) regardless of the form of action, whether in contract, tort, warranty, or strict liability.

## 13 Warranty and Limitation of Liability

- 13.1 WARRANTY AND DISCLAIMER. SELLER WARRANTS THAT IT WILL DELIVER THE SERVICES USING THE REASONABLE SKILL AND CARE OF A COMPETENT TELECOMMUNICATIONS SERVICE PROVIDER AND WILL USE REASONABLE EFFORTS TO RESTORE THE SERVICES IN THE CASE OF A NETWORK FAILURE. SELLER MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE. SELLER FURTHER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.
- 13.2 LIMITATION OF LIABILITY. EACH PARTY'S ("DEFAULTING PARTY) ENTIRE LIABILITY TO THE OTHER PARTY ("NON-DEFAULTING PARTY") AND THE NON-DEFAULTING PARTY'S EXCLUSIVE REMEDIES AGAINST THE DEFAULTING PARTY FOR ANY DAMAGES ARISING FROM ANY ACT OR OMISSION RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARE LIMITED TO THE FOLLOWING: (i) FOR DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY, NON-DEFAULTING PARTY'S PROVEN DIRECT DAMAGES, A MAXIMUM AMOUNT EQUAL TO THE AGGREGATE MONTHLY SERVICE CHARGE PAID BY BUYER UNDER THIS AGREEMENT, (ii) FOR DEATH, DISMEMBERMENT, DISFIGUREMENT, INCAPACITATION OR MUTILATION OR OTHER PERSONAL INJURY, UNLIMITED BUT SUBJECT TO PROVEN DIRECT DAMAGES, AND (iii) IN RESPECT OF SELLER AS DEFAULTING PARTY, FOR EVENTS ENTITLING BUYER TO CREDITS UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT OR SPECIFIC TERMS AND CONDITIONS OF SALE, THE SPECIFIED CREDIT ALLOWANCES.
- 13.3 <u>EXCLUSION OF CONSEQUENTIAL DAMAGES, ETC.</u> EACH PARTY WILL IN NO CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES OR FOR

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LOST REVENUES, LOSS OF DATA, LOST SAVINGS, OR LOST PROFITS OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE. EACH PARTY WILL IN NO CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON OTHER THAN THAT PARTY, ITS EMPLOYEES AND AGENTS.

### 14 Confidentiality

- 14.1 From the date of this Agreement until the expiration of three (3) years following the termination of this Agreement, a Party receiving ("Recipient") information marked or otherwise reasonably understood to be confidential or proprietary of the disclosing Party ("Information") must keep confidential and not disclose without the disclosing Party's consent the Information, and will use the same level of care with respect to the Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of this Agreement, both Parties are the Recipients of the Information contained herein.
- 14.2 Notwithstanding the above, Information will not be deemed confidential and Recipient will have no obligation with respect to any Information which: (i) is already known to Recipient, (ii) is or becomes publicly known through no negligent or wrongful act of Recipient, (iii) is received by Recipient from another source without similar restriction and without breach of this Agreement, or (iv) is furnished to a third party by the disclosing Party without similar restrictions on the third party's rights.
- 14.3 If Recipient receives lawful process requesting or requiring it to disclose any Information, Recipient will promptly notify the disclosing Party in order that the disclosing Party may seek an appropriate protective order, or consent to the release of the Information.
- 14.4 SELLER will be permitted to process information received from BUYER for the purposes of the administration and operation of this Agreement and the provision of the Services. Such processing may also include storage of information in a local or foreign database.

#### 15 Service Provisioning Information

- 15.1 SELLER will request for certain company particulars and service provisioning information (the "Information") from BUYER for the provision of the Service. BUYER may decline to provide such information but SELLER may reserve the right to decline the provision of the Service.
- 15.2 BUYER agrees and understands that SELLER may use the Information for
  - (a) provision of the Services to BUYER including the transfer of such Information to other telecommunications network providers or third parties as necessary for the provision of the Service to BUYER and/or transfer of such Information to Affiliates as necessary for the provision of any service by such Affiliates:
  - (b) improving the Service or the provision of services by Affiliates;
  - (c) analyzing, authenticating and checking BUYER's credit, payment and/or status in relation to the provision of the Service;
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Service or requested by BUYER;
  - (e) enabling the daily operation of BUYER's accounts with SELLER or SELLER's Affiliates and /or the collection of amounts outstanding from BUYER (which may include disclosing to debt collection agents) in relation to the Services or any products or services provided by SELLER's Affiliates; and
  - (f) disclosure as required by law or prevention or detection of crime.
- 15.3 BUYER shall notify SELLER of any changes of the Information which may affect the provision of the

Private and Confidential Version Date: 09 Apr 2024

## **China Mobile International Limited**

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Service to BUYER. On SELLER's request, BUYER shall provide SELLER with information relating to BUYER and BUYER's use of Service reasonably required by SELLER to

- (a) assist SELLER in compliance with any applicable law;
- (b) report to any government agency regarding compliance with those obligations; and
- (c) assess whether BUYER has complied, are complying and will be able to comply with all of BUYER's obligations under this Agreement.

### 16 General Terms

- 16.1 <u>Publicity and Advertising</u>. Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party.
- 16.2 <u>Governing Law</u>. The validity, interpretation and performance of this Agreement will be governed by the laws of Hong Kong Special Administration Region.
- 16.3 <u>Dispute Resolution</u>. All disputes arising out of or in connection with this Agreement may be referred to and finally resolved by arbitration in accordance with the rules of the International Chamber of Commerce. The arbitration proceedings will be conducted in Hong Kong and the language of the arbitration proceedings will be in English. Each Party shall bear its own fees and costs of arbitration.
- 16.4 <u>Title</u>. Nothing in this Agreement is intended to or will create or vest in BUYER any right, title or interest in any Service, its configuration or the underlying equipment and assets used to provide it.
- 16.5 <u>Severability.</u> If a court or administrative body holds any provision of this Agreement to be invalid or unenforceable, the relevant provision will be deemed severed from this Agreement, and the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement provision, if necessary.
- 16.6 Assignment and Subcontracting. This Agreement may not be assigned or transferred by either Party unless the other Party gives its prior written consent. However, notwithstanding the foregoing, SELLER may: (a) freely assign or transfer this Agreement to any of SELLER's Affiliates; (b) freely assign SELLER's right to receive payments for the Services; and (c) subcontract a Service or a portion thereof provided that SELLER will remain liable for the performance of any of SELLER's subcontractors. Any purported assignment that is inconsistent with this Clause will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Clause 16.6.
- 16.7 <u>Independent Contractors</u>. Under this Agreement, both Parties are independent contractors which maintain complete control over their own personnel and operations. Subject to Clause 2.4, neither Party will become a partner, agent, fiduciary or legal representative of the other through operation of this Agreement.
- 16.8 <u>No Third Party Beneficiaries</u>. This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.
- 16.9 Force Majeure. Neither BUYER nor SELLER may be held responsible for any delay or failure in performance of any part of this Agreement if and to the extent that it is caused by acts of God or nature (including wild animals), war or war-like conditions, mob violence, acts or failures to act of any governmental authority, or any other events or circumstances beyond the reasonable control of the concerned Party ("Force Majeure Event"). However no force majeure events or circumstances will excuse BUYER from BUYER's obligation to make any payments that are owed to SELLER for Services delivered before the Force Majeure Event or that accrue due to BUYER's continued use of the Services thereafter. A Party who intends to invoke the exemption under the Force Majeure Event must give the

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other Party reasonable written notice of any Force Majeure Event setting out the anticipated impact upon its obligation under this Agreement and use reasonably commercial efforts to mitigate the effect of the Force Majeure event. If any Force Majeure Event affecting a Party lasts for more than three (3) months, either Party may terminate the affected the Service upon twenty-four (24) hours' prior written notice to the other Party. Neither Party will incur any liability or penalties other than the obligations to pay any outstanding Charges in the event a Service is terminated due to the Force Majeure Event.

16.10 Regulatory Changes and/or Government Requirements. Services may be subject to laws and regulations in one or more jurisdictions. If the provision of a Service in any applicable jurisdiction is found to violate any applicable laws or regulations or would result in any additional licensing requirements, SELLER may suspend or terminate such Service by giving 30 days advance written notice to BUYER when the above situation occurs, including, without limitation, directed, notified, or instructed by a governmental authority to suspend or terminate the provision of the Services to BUYER. BUYER must pay any Charges incurred for such Service prior to its suspension or termination, but will not be liable for any other amounts. SELLER will make commercially reasonable efforts to restore the Service, or to provide under this Agreement a functionally equivalent Service that is permitted under the applicable laws and regulations of the relevant jurisdiction. SELLER will agree with BUYER separately upon pricing terms for a functionally equivalent substitute Service. SELLER will not be liable for any other damages or costs incurred due to the changes of laws and regulations affecting such Service.

### 16.11 Notices.

All notices, requests, or other communications hereunder shall be in writing, addressed to the Parties as follows:

If to SELLER: Level 30, Tower 1, Kowloon Commerce Centre

No. 51 Kwai Cheong Road

Kwai Chung New Territories Hong Kong

Attention: Legal Department Facsimile: +852 3188 1660 Telephone: +852 3975 6688

Email: legal@cmi.chinamobile.com

If to BUYER: [TBC]

Attention: [TBC]
Facsimile: [TBC]
Telephone: [TBC]
Email: [TBC]

Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the 7<sup>th</sup> Working Day following the mailing thereof. Notices sent by facsimile or email shall be conclusively deemed to have been received when the delivery confirmation is received. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address in writing to the other Party.

- 16.12 <u>Private Carriage</u>. Pursuant to this Agreement, SELLER shall only provide BUYER with private carriage telecommunications services for resale, the scope of the Services including but not limited to volume, technical solutions, specifications, quality of service and specific pricing shall be established on a case-by-case basis in accordance with BUYER's specialized needs and requests.
- 16.13 <u>Signature.</u> This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Signatures depicted by facsimile or by

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scanned computer image file (such as PDF and GIF) or other electronic manners shall be valid and binding. The Parties acknowledge that executed copies of this Agreement reproduced or transmitted via photocopy, facsimile or email or other electronic manners will be equivalent to original documents until such time as original documents are delivered.

- 16.14 <u>Survivability</u>. Any provision of this Agreement which by its context is intended to apply after termination of this Agreement will survive its termination.
- 16.15 <u>Waiver</u>. The waiver by either Party of any breach of this Agreement by the other Party in a particular instance will not operate as a waiver of any subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.
- 16.16 <u>English Language</u>. This Agreement has been executed in the English Language, which language will be controlling in all respects. No translation of the Agreement into any other language will be of any force or effect in the interpretation of the Agreement or in the determination of the intent of the Parties.
- 16.17 Set Off. BUYER must pay all the Charges without any withholding, set off or deduction.

### 16.18 Bank Details

(a) For the purpose of this Agreement the bank details of CMI shall be follows:

#### CHINA MOBILE INTERNATIONAL LIMITED

Account No: 848-021796-838 (Multicurrency)

Bank Code: 004 IBAN: N/A

SWIFT-BIC: HSBCHKHHHKH

Bank Name: The Hongkong and Shanghai Banking Corporation Limited

Bank Address: 1 Queen's Road, Central, Hong Kong Beneficiary Name: China Mobile International Limited

Beneficiary Address: Level 30 Tower 1, Kowloon Commerce Centre, 51 Kwai Cheong Road, Kwai

Chung, New Territories, Hong Kong

- (b) All amendments to the details stated in Clause 16.18 (a) only become valid seven (7) Days after CMI making the amendment has duly notified the BUYER.
- (c) The Parties shall work together to minimize the taxes imposed for the Services rendered under this Agreement and the taxes imposed on the respective Parties and/or its Affiliates for operating fiber optic systems around the world.
- 16.19 <u>Order of Precedence</u>. In the event of any discrepancies between this Agreement, the Annexure or the Order Form, the following order of precedence will apply:
  - (a) (highest precedence) Order Form (including any special terms specified therein);
  - (b) Annexure;
  - (c) (lowest precedence) this Agreement.

### 17 Definitions

17.1 In this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any person, any other person Controlling, Controlled by or under common Control with such person. For the purposes of this definition, "Control" of a person means (a)

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with respect to a corporate person, direct or indirect ownership of more than fifty (50) percent of the outstanding voting securities of such corporate person or the ability to appoint more than half of the directors of the board or equivalent governing body of such person or the ability to direct or cause the direction of the management and policies of such person, (b) with respect to a non-corporate person, the comparable voting interest (as set forth in (a) above) for such non-corporate person or (c) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person; and the terms "Controls", "Controlling" and "Controlled" shall have corresponding meanings.

"Annexure" means all annexes or addendum/addenda hereto attached, including all annexes or addenda or addenda to be hereafter by the Agreement of the Parties to be attached to this Agreement, including but not limited to the Specific Terms and Conditions of Sale.

"BUYER Interface" means either: (i) BUYER connection to local access interface equipment at a Circuit Location Address, or (ii) BUYER connection to a SELLER POP, in each case as specified on the Order Form.

"Circuit Location Address/ Service Location" means the location specified by BUYER in the Order Form for one or both ends of the Service.

"Day" means calendar day if not specifically defined.

"Order Form" means the Order Form for a Service that, when executed by BUYER and SELLER, together with the Specific Terms and Conditions of Sale and this Agreement comprises a binding agreement between the Parties in respect of that Service.

"Party" means SELLER or BUYER.

"Parties" mean SELLER and BUYER.

"SELLER" means CMI or its Affiliate, which has accepted the Order Form with BUYER for the provision of Services.

"Specific Terms and Conditions of Sale" means the specific terms and conditions as set out in Annexure hereto.

"SELLER POP" means a network Point of Presence maintained by SELLER or its Affiliates and partners.

"Service(s)" means the telecommunications service(s) to be provided by SELLER pursuant to an Order Form signed by SELLER and this Agreement.

"Service Commencement Date" means the earliest of: (i) the date when BUYER is notified that the Service has been connected to BUYER Interface; (ii) the date when BUYER begins using the Service, or (iii) the fourth (4<sup>th</sup>) day following SELLER notifying BUYER that SELLER has successfully completed all circuit testing on the Service, unless BUYER notifies SELLER during that period of any objections to such test results.

"Working Day" means Mondays through Fridays, inclusive, but does not include national or public or bank holidays.

- 17.2 Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.
- 17.3 References to Clauses are references to clauses of this Agreement and all references to Paragraph are references to paragraph to the Specific Terms and Conditions of Sale.

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

### 18 Entire Agreement

This Agreement, including the Order Form and Specific Terms and Conditions of Sale, is the entire Agreement between the Parties concerning the applicable Service and it supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service. No change, modification or waiver of any of the terms of this Agreement will be binding unless included in a written agreement and signed by both Parties.

## 19 Anti-Bribery and Corruption

- 19.1 Each Party shall comply with all applicable laws, regulations and rules relating to anti-bribery and anti-corruption ("Anti-Corruption Laws"). The Parties further undertake not to pay, offer to pay, or promise to pay any money or provide anything of value to a public official or other related parties (including but not limited to customers, suppliers, agents, or relevant stakeholders), directly or indirectly through any third party, in order to obtain or retain any improper advantage.
- 19.2 If any of the Party becomes aware that any violation of this clause has occurred, is threatened, or has been requested by any person (including by an employee or representative of any party to this Agreement) for any undue financial or other advantage of any kind received in connection with this Agreement, such Party shall promptly report to the other Party.
- 19.3 The Parties agree that non-compliance or violation of this clause shall be deemed as a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement without prejudice to the non-breaching Party's other rights and remedies.

| For and on behalf of CHINA MOBILE INTERNATIONAL LIMITED | For and on behalf of [XXX] |  |
|---|----------------------------|--|
| Signature:  | Signature:                 |  |
| Name:   | Name:                      |  |
| Title:  | Title:                     |  |
| Date:   | Date:                      |  |

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Master Services Agreement No.:\_\_\_\_\_ Annexure – IPLC, IEPL and DPLC Service

## 电信用户入网承诺书

## **Terms of Acceptance for Accessing the Telecommunications Network**

本承诺书(含附件)明确列出了用户对于所租用的中国移动国际有限公司及/或其关联公司(签约主体:[卖方签约主体名称])(以下统称"CMI")专线业务(包括但不限于IPLC、IEPL、ILLC、EVPN、MPLS VPN)的法律责任和义务。用户需在此向CMI作出如下不可撤销的承诺:

This Letter of Commitment (including Annex attached hereto) explicitly lists the legal responsibilities and obligations of customers for the leased line services (including but not limited to IPLC, IEPL, ILLC, EVPN, MPLS VPN) provided by China Mobile International Limited and/or its affiliates (Contract Entity: [full name of SELLER's entity]) (hereinafter collectively referred to as "CMI").

Customers hereby make the following irrevocable commitments to CMI:

一、用户使用电信接入业务时,遵守中华人民共和国有关法律、法规和各行政规章制度。不开展任何违法、违规业务。

Customers shall comply with the People's Republic of China's laws, rules and all kind of regulations when connected into telecommunications network and shall not carry out any illegal or irregular business that against the laws.

二、用户不利用电信网络开展各种形式的非法VOIP和国际来、去话或转话等业务;不得用于互联网流量传送业务;不得使用互联网网络接入作非法经营。

Customers shall not use the telecommunications network to carry out any illegal Voice business including but not limited to VOIP and international inbound, outbound call or call forwarding services; and will not use the telecommunications network to provide traffic flow related internet business; and will not use Internet network access for illegal business operations.

三、用户不利用电信网络非法截获、篡改、删除他人电子邮件或者其他用户数据资料,不得侵犯公民通信自由和通信秘密。未经有关部门批准,用户不得开设各类服务站点(包括 BBS、WWW、FTP等)。

Customers shall not use the telecommunications network to illegally intercept, tamper with, or delete others' emails or other Customers' data, and will not violate the other citizens' communication freedom and secrets. Without the relevant departments' authorization, Customers is not allowed to establish any kind of service portals, (including BBS, WWW. FTP, etc.)

四、用户不利用电信网络进行盗窃、诈骗、敲诈勒索。

Customers shall not use the telecommunications network to carry out theft, fraud, blackmail or racketeering.

五、用户有义务对电信网的运行安全和信息安全进行宣传教育,依法实施有效的监督管理,防范和制止利用电信网进行的各种违法活动。

Customers have the responsibility to promote the telecommunications network's security and information safety, to implement enforceable supervision management, to safeguard and prevent any illegal activities.

六、用户发现接入的电信网有违法犯罪行为和有害信息时,要及时采取措施,停止传输有害信息,并及时向有关机关报告。

Customers shall immediately adopt measures to stop transmission of harmful information and report to the relevant authority when any illegal criminal activities and harmful information has been discovered.

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Master Services Agreement No.:\_\_\_\_\_ Annexure – IPLC, IEPL and DPLC Service

七、用户有义务协同CMI配合管理,查处违法犯罪行为或有害信息,以及违法、违规经营;当运营商发现用户线路中传送以上条款禁止内容或开展任何违法、违规业务时,用户同意运营商立即中止相关服务。

Customers shall be responsible to assist CMI in their operational management, prosecuting the illegal criminal activities and harmful information, and eliminating illegal or irregular business. Customers agree that whenever CMI discover the transmission of any forbidden content via the customer's lines or any illegal or irregular use, they can terminate the relevant services immediately.

| 八、客户购置的跨越中国境的专线业务不得用于连接境内外数据中心或业务平台开展电信业务经营活动,<br>不得进行业务的拆分。专线用途是:   |
|--|
| □转售:本用户的签约主体在其注册地具备相应的电信运营资质,其终端用户是。   |
| □ 自用:本用户为终端用户,承诺不违规经营、不转租转售专线业务。<br>若用户不具备相应的电信运营资质情况且有转租转售等违规行为,CMI有权单方终止与用户的专线租用合同,而不必承担责任,用户须赔偿由此给CMI造成一切损失。  |
| The cross-China border private line services acquired by customers will not be used to connect to domestic and overseas data centers or business platforms to carry out telecommunications business operations and will not  |
| be used for business splitting. The purpose of the private line is for:  |
| Resale. The contract entity of this customer for resale must have corresponding telecommunication operation qualification in its registered place, and its End customer is:  |
| Customer's sole use only. This customer is an end customer and commits not to carry out illegal or irregular operations, nor to sub-lease or resell the leased line services.  |
| CMI reserves the right to unilaterally terminate the leased line contract with the customer without taking any responsibility if the customer does not have the telecommunications operation qualification and has sub-leased, resold or split the service, and the customer shall compensate CMI for all losses caused thereby. |
|  |

九、用户承诺不得利用电信网络制作、复制、发布、传播含有下列内容的信息:

Customers will not use the telecommunications network to produce, reproduce, publish, disseminate information containing the following content that:

- (一) 反对宪法所确定的基本原则的;
- (二) 危害国家安全, 泄露国家秘密, 颠覆国家政权, 破坏国家统一的;
- (三) 损害国家荣誉和利益的;
- (四)煽动民族仇恨、民族歧视,破坏民族团结的;
- (五)破坏国家宗教政策,宣扬邪教和封建迷信的;
- (六) 散布谣言,扰乱社会秩序,破坏社会稳定的;
- (七) 散布淫秽、色情、赌博、暴力、凶杀、恐怖或者教唆犯罪的;
- (八) 侮辱或者诽谤他人,侵害他人合法权益的;
- (九) 含有法律、行政法规禁止的其他内容的。
- 1. Against the fundamental principles established by the Constitution;
- 2.Jeopardizes national security, discloses State secrets, subverts State power, and undermines national unity:
  - 3. Harms the dignity or interests of the State;
  - 4.Incites ethnic hatred, ethnic discrimination and undermines national unity;
  - 5. Undermines national religious policies and propagates promoting evil cults and feudal superstitions;
  - 6. Spreads rumors, disturbs the social order and destabilizes the society;
  - 7.Dissemination of obscenity, pornography, gambling, violence, murder, terrorism or abetting crime;
  - 8. Insults or defames others and infringes their legitimate rights and interests;
  - 9. Contains other content prohibited by laws and administrative regulations.

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Master Services Agreement No.:\_\_\_\_\_ Annexure – IPLC, IEPL and DPLC Service

十、若违反本承诺书所列任何一项条款,用户须承担由此引起的所有法律责任,包括但不限于接受相关部门的处罚。用户同时须赔偿给CMI或其他方造成的一切损失。同时,CMI有权单方暂停提供专线接入服务或者终止双方间专线租用合同,而不必承担任何责任。如因暂停服务或终止合同给CMI造成任何损失的,用户将还须赔偿CMI因此所受到的一切损失。

In the event of any breach of these terms listed in this commitment, customers shall bear all legal responsibilities arising therefrom, including but not limited to penalties imposed by the relevant authorities. Customers shall also compensate for all losses caused thereby to CMI or other parties. Furthermore, CMI has the right to unilaterally suspend the provision of leased line access services or terminate the leased line rental contract between the two parties without any liability. If any loss is caused to CMI due to the suspension of service or termination of contract, customers shall compensate CMI for all losses suffered thereby.

十一、本承诺书自签署之日起生效。

This commitment shall take effect from the date of signature.

十二、此电信用户入网承诺书(含附件)的英文翻译仅作参考。中文版本及英文翻译如有歧异,概以中文版本为准。

In the event of any conflict between the Chinese version and the English translation of this Letter of Commitment (including Annex attached hereto), the Chinese version shall prevail.

### 附件:

### Annex:

### 1) 境内客户侧业务使用单位信息

Customer information in Mainland China

- I. 中国大陆境内使用单位(Full Name of China Entity):
- II. 统一社会信用代码(China Unified Social Credit Codes):
- III. 提供授权委托书扫描件(设备使用方为境内机构且无法定代表人或者境外签约方的境内分支机构 无注册实体时,需指定授权委托人及提供授权委托书扫描件,且按照授权委托书填写以下信息。 若设备使用方具备法人,无需提供授权委托书,如实填写:

Provide the scanned copy of Legal Representative or Authorized Representative 's power of attorney (If the equipment operating entity is a domestic institution without a legal representative or a domestic branch of the foreign contractor without a registered entity. Designation of an Authorized Representative and provision of a scanned copy of the power of attorney are required. To fill in the following information in accordance with the power of attorney. If the equipment operating entity has a Legal Representative or Authorized Representative. No need to provide a power of attorney, then fill in the actual situation:

- IV. 法定代表人或授权委托人姓名(Name of Legal Representative or Authorized Representative):
- V. 法定代表人或授权委托人证件类型(Certificate Type of Legal Representative or Authorized Representative):

#### [证件类型]

VI. 法定代表人或授权委托人证件号(ID no. of Name of Legal Representative or Authorized Representative):

### 2) 境内客户侧业务信息

## **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



Master Services Agreement No.:\_\_\_\_\_ Annexure – IPLC, IEPL and DPLC Service

End customer local information in Mainland China

- I. 设备安装地址(数据中心地址需要含房间号、机柜号)Equipment installation address (If equipment located at DC, please provide room no , rack no.)
- II. 建筑类型(Building Type)

[建筑类型/Building Type]

- III. 建筑归属单位(Landlord)
- IV. 机柜归属单位(Rack Owner)

## 3) 境内客户侧接入设备信息

Customer premise equipment information in Mainland China

- I. 设备使用单位 (Equipment operating entity)
- II. 设备编号/型号(Serial number/ model number)

| 用户名称:             |  |
|-------------------|--|
| Username          |  |
| 法定代表人签            |  |
| 字:                |  |
| Sign by the Legal |  |
| Representative    |  |
| 盖 章:              |  |
| Stamp             |  |
| 年 月 日             |  |
| Date              |  |