



Beijing Bridge Communication Co., Ltd.

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Chaoyang District, Beijing, PRC  
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## Cloud Services Agreement

This Master Services Agreement (the "Agreement") between the Beijing Bridge Communication Co., Ltd ("Bricom") with offices at Rm 1008, 8 Guanghua Rd, Jian Wai Da Jie, Chaoyang Qu, Beijing, China (100028) and the [Customer name] ("Customer") with offices at [Customer address] is entered into as of the date fully executed below (the "Effective Date") in accordance with the following terms and conditions as detailed in the attached exhibits (collectively, the "Agreement"). The exhibits and attachments include the following:

Attachment I: Statement of Work (SOW) to Master Services Agreement  
Attachment II: Managed Service Program to Master Services Agreement  
Attachment III: Payment Provisions to Master Services Agreement

1. Definitions
- 1.1. **“Authorized User”** shall mean an employee of Customer, or of a person to whom Customer has outsourced Services, who is authorized to access the Services as either a named or concurrent user. Customer shall be responsible for the acts and omissions of its authorized users as if they were the acts and omissions of Customer.
- 1.2. **“Customer Materials”** shall mean Customer provided tools, software, databases, hardware, design and data, and other Customer intellectual property, as well as any other pre-existing or independently developed materials provided by Customer in connection with Customer’s use of Services. Customer Materials are the Confidential Information of Customer.
- 1.3. **“Concurrent Users”** shall mean the total number of individuals using the Services (such as users in an Genesys Connect environment) within our predefined period (such as per user/per month).
- 1.4. **“Documentation”** means Bricom’s documentation which is delivered or made available to Customer as part of the Services under this Agreement.
- 1.5. **“Named Users”** shall mean specific named individuals (such as employees of end user) or specific devices (such as phones or fax machines) that are licensed to use the Service (such as users of IP phones)
- 1.6. **“Bricom Materials”** shall mean all software, tools, methodologies, processes, techniques, ideas, know-how, documentation, technical information, technology, and other items whose intellectual property rights belong to or are licensed by Bricom and that are delivered to Customer or used by Bricom improving the Services.
- 1.7. **“Bricom Offerings”** shall mean the Services, Bricom materials and Bricom software.
- 1.8. **“Bricom Parties”** shall mean Bricom’s subcontractors, agents, and affiliates.
- 1.9. **“Services”** shall mean the applicable scope, Services and/or deliverables described in each applicable statement of work(“SOW”) executed by the parties pursuant to this Agreement.
- 1.10. **“Third Party Materials”** shall mean all software, products, tools, methodologies, processes, programs, services, data, information, materials, and other items whose intellectual property rights belong to a third-party.

2. Services
- 2.1. Scope of Services/Engagement. Bricom will provide Services to Customer (the "Services"), for which the scope, fees, pricing, and operational terms shall be specifically described in mutually agreed statements of work executed by authorized representatives of the parties, (each an "SOW").
- 2.2. Customer Requirements. It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between Bricom and Customer, as such, it will be necessary for Customer to provide, at Customer's expense, the Customer's requirement as provided in the applicable SOW.
- 2.3. Personnel, Facilities and Requests. It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between Bricom and Customer and, as such, it will be necessary for Customer to provide, at Customer's expense, suitable information, telecommunications connections, electrical connections, equipment, and site and system access and facilities as are reasonably necessary to enable Bricom to perform the Services, in addition to any resources that are specified in the applicable SOW and/or on an as needed basis. Customer shall promptly respond to any such request by Bricom for personnel or information. Customer acknowledges and agrees that Bricom's performance is dependent on and subject to performance by Customer or third parties of their obligations associated with the Services in a timely manner and is subject to any assumptions regarding the Services referred to in the applicable SOW.
- 2.4. Bricom Affiliates. Customer acknowledges and agrees that the Services may be performed by employees of one or more direct or indirect affiliates of Bricom, in which case Bricom shall remain responsible for such Services to the same extent as if performed by its employees.
- 2.5. Customer Decisions and Consents. Bricom shall be entitled to rely on, and Customer shall be responsible for, all decisions, instructions and approvals of Customer project, administrative and other personnel in connection with the Services. Customer shall be responsible for procuring all Customer and/or third-party consents, licenses, approvals, or permissions as may be necessary to enable Bricom to perform the Services. In addition, the parties acknowledge that if strategy consulting Services are provided to Customer, that those Services provided are advisory and/or demonstrative only. The decision as to whether and how to use the above Services, requires management decision on the part of the Customer, taking account of facts and other information, some of which may be unknown to Bricom.
- 2.6. Use of Services. Customer will use the Services solely for its internal business purposes in accordance with this Agreement, and the applicable SOW and will not use the Services in any manner that violates any applicable law or governmental regulation.

3. Invoicing and Payment
- 3.1. Invoicing and Payment. Unless otherwise noted in a SOW, Bricom will invoice Customer on a **monthly** basis for the Services performed, products provided, and expenses incurred in accordance with the terms of payment provisions. Customer is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of Services or products. Unless otherwise specifically stated in payment provisions, Customer shall not be responsible for payment of any of Bricom's expenses related to this Agreement. After the first year of the Agreement, a minimum of 30-days advance notice in writing is required to be considered and approved by Customer. Any price increases must be stated in a written amendments to this Agreement. The net dollar amount of service fee will remain firm during the period of the Agreement. Customer shall pay all invoiced amounts that are not subject to good faith dispute within thirty **(30)** calendar days from the date of the invoice. Invoices shall be sent to the following email addresses:  
**[Customer email address to receive invoices]**
- 3.2. Taxes And Other Regulatory Charges. All amounts payable under this Agreement are exclusive of all taxes, tariffs, duties, or other governmental or regulatory charges or expenses or withholdings Bricom is required to collect or remit to applicable tax authorities including, without limitation, any value added tax, withholding tax, sales, goods and services taxes or customs duties (collectively, "Taxes"). Customer shall pay any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, the Services, or products, excluding taxes based upon the net income of Bricom. If Customer asserts in writing the specified amount are not subject to tax and provides Bricom with a valid exemption certificate, Bricom will refrain from collecting and remitting taxes with respect to such specified amounts.
- 3.3. Changes in Cost Due to Changes in Applicable Laws or Wage Requirements. Unless otherwise set forth in the SOW, the following language shall apply to any Bricom Services. If applicable law(s) or wage requirements for personnel providing the Services materially change during the term of this Agreement, based upon any new law or regulation is enacted that materially impacts the cost of performing or receiving the Services, the parties will negotiate in good faith to modify the Agreement (including the fees charged hereunder). If the parties are unable to agree upon an amendment to accommodate compliance with the new or amended law or regulation, then the party negatively and materially impacted by the change shall have the right to terminate this Agreement or the affected Services immediately without penalty, provided that such terminating party shall provide as much advance notice of such termination as practicable and mitigate the impact of such termination as much as possible to the other party.

4. Change Control
- 4.1. Changes in Cloud Services. Unless otherwise set forth in the SOW, the following language shall apply to any Bricom Services. Bricom may change or modify the Services at any time and Bricom will only be required to notify Customer of a change or modification to the Services in advance if the change or modification. (i) is not within industrial standards and/or customary in the industry, and (ii) does not extend and/or enhance the functionalities or architecture of the Services. If Bricom notifies Customer of a change as required in this section and Customer does not wish to use the Services after notification of such change, Customer may, within **forty-five (45)** days of notification provide Bricom with written notice of termination of the applicable SOW. If Customer provides no written notice to Bricom within such forty-five (45) days period, Customer shall be deemed to have accepted such change and the applicable SOW shall continue in full force and effect. Nothing in this section shall require Bricom to continue to provide any portion of the Services if this would result in Bricom violating the rights of any third-party of any applicable law.
- 4.2. Change Control Process. If Customer wishes to make a change to any of the Services, or Bricom wishes to make any changes to the Services that will impact the delivery or cost to Customer of the Services (including the provision of any “New Services”), such party shall submit to the other party a Project Change Form (a.k.a. “Change Order” or “Change Request”) detailing the proposed change. No Project Change Form will take effect unless signed by both parties. The parties will negotiate the proposed change and the Project Change Form in good faith. Neither party shall have any obligation with respect to a change under this Section unless and until a Project Change Form has been executed and delivered. Neither party shall unreasonably withhold or delay its approval of a Project Change Form. “New Services” shall be defined as Services provided or to be provided by Bricom to Customer that (i) are materially different from the Services or represent significant cumulative changes that are not caused by Bricom (i.e. a new system or process introduced by Customer) or are suggested by Bricom and approved by the Customer and that have a material effect on the existing Services, (ii) require materially different levels of effort, skill, resources or expense from the Bricom, and (iii) for which there is no current charging methodology or price. The parties shall adhere to the following change request procedures for any new Services, changes to existing Services, or where otherwise required by this Agreement.
- 4.3. Issue Management. Customer shall provide all necessary information to and cooperate fully with Bricom to facilitate the early identification and timely resolution of issues related to work under this Agreement and/or a SOW. When an issue cannot be resolved in a reasonable time, the parties will agree on an appropriate mechanism and procedure for escalating and resolving the issue. To the extent an identified issue is to be researched and/or a recommendation developed or reviewed by Bricom personnel, appropriate mutually agreed charges may apply to the time spent addressing the issue. The issue management process may also result in a change to the scope of the work as set forth in this Agreement.

5. Proprietary and Intellectual Property Rights
- 5.1. The parties acknowledge and agree that: (i) Bricom and its suppliers shall retain all right, title, and interest in and to the Bricom offerings (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, and other intellectual property rights embodied therein or pertaining thereto shall be and remain the sole property of Bricom, (ii) all Customer Materials are and shall remain the property of Customer hereby grants to Bricom the right and license to reproduce, distribute, modify, perform, display and otherwise use the Customer Materials in connection with providing the Bricom offerings, and for analytic, statistical, security, quality control, and similar purposes, including by using Customer Materials in aggregate form (i.e. to analyze systems performance), (iii) they acknowledge that all third parties assert their retention of all right, title, and interest in and to the third-party materials (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and any copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, and other intellectual property rights therein shall be and remain the sole property of the relevant third-party.
- 5.2. Development. Nothing in this Agreement shall preclude Bricom from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to items which may be delivered to Customer pursuant to this Agreement.
- 5.3. Ownership of Customer Materials. All Customer Materials are and shall remain the property of Customer. Customer hereby grants to Bricom the right and license to reproduce, distribute, modify, perform, display, and otherwise use the Customer Materials in connection with providing the Bricom offerings, and for analytic, statistical, security, quality control, and similar purposes, including by using Customer Materials in aggregate form (i.e., to analyze systems performance).
- 5.4. Restrictions on Use. Customer will not (i) make Bricom offerings or any Bricom Confidential Information available to anyone who is not an authorized user or any person that is located in an out-of-scope Customer location, except as expressly permitted under this Agreement; (ii) copy any portion of the Bricom offerings or any Bricom Confidential Information, except as expressly permitted under this Agreement; (iii) directly or indirectly attempt to derive source code or other trade secrets from Bricom; (iv) decompile, adapt, alter, create derivative works based on, modify, enhance, or translate the Bricom offerings or any Bricom Confidential Information in whole or in part; (v) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a subscription service, hosted service or outsourced basis) the Bricom offerings, Bricom Confidential Information, or any third-party materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its authorized users as expressly permitted by this Agreement); (vi) infringe the intellectual property rights of any entity; (vii) interfere with or disrupt the Bricom systems used to host the Bricom Offerings, other equipment or networks connected to the Bricom Offerings, or disobey any requirements, procedures, policies or regulations of networks connected to the Bricom Offerings made known to Customer; (viii) use the Bricom Offerings for any unlawful purpose or any purpose not expressly authorized in this Agreement or the applicable SOW. Customer shall take all necessary action (i.e. disabling passwords) to ensure that any former employees and/or Bricom do not access or use the Bricom Offerings.
- 5.5. Third-party Software. Customer hereby acknowledge that use of the Services described in this Agreement includes the use of third-party materials provided by third-party licensors of Bricom. Customer's use of any such third-party materials in connection with the Services shall be governed by the

terms and conditions and/or end use licensing Agreement(s) ("Third-Party Terms") for the corresponding third-party materials. Customer is responsible for use of the Services, including the use of any third-party materials utilized in connection with the Services, by any authorized users to the same extent as if Customer was using the Services itself. Without limiting any third-party terms, Customer further acknowledges and agrees that it will not, and will not allow any authorized user or other third-party to (a) resell, assign, rent, give, transfer, pass title to, lease, copy, provide, access to or sublicense (including without limitation on a subscription service, hosted service or outsourced basis) any third-party materials to anyone (for use in its business operations or otherwise and other than to provide access to such third-party materials to its authorized users as expressly permitted by this Agreement); (b) incorporate any third-party materials into any of Customer's product or Services; (c) decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code to third-party materials; (d) modify, adapt or create derivative works of any third-party materials; (e) remove or obscure any proprietary or other notices of any third-party licensors contained in any third-party materials (including any information or data generated by the third-party materials); (f) publicly disseminate information regarding the performance of the third-party materials; (g) use the name, trademarks or logos of the third-party licensors of the third-party materials, or (h) commit any act or omission with respect to the third-party materials that could result in damage to Bricom or its third-party's licensors' reputation.

6. Confidentiality
- 6.1. In the course of the Services, either party may provide certain of its Confidential Information to the other. Confidential information shall mean any information or data that is disclosed by or on behalf of a party (in such capacity, the “Disclosing Party”) to the other party (in such capacity the “Receiving Party”) under or in contemplation of this Agreement or otherwise in connection with the Services and that (a) if in tangible form or other media that can be converted to readable form, is marked confidential when disclosed, (b) if intangible, is clearly identified as confidential when disclosed or (c) whether tangible or intangible, concerns the Disclosing Party’s past or present vendors, customers, business partners, plans, strategies, financial condition, software, product and service offerings, methodologies, models, architectures, or other property proprietary technology or intellectual property or should otherwise be reasonably understood to be confidential or proprietary to the Disclosing Party given the nature of the information and the context in which it was disclosed.
- 6.2. Confidential information shall not include: (i) information that was known to Receiving Party prior to receipt as demonstrated in written records, (ii) information that, at the time of disclosure to Receiving Party, was generally available to the public, or which after disclosure becomes generally available to the public, through no fault of Receiving Party; (iii) information that is hereafter made available to Receiving Party from any third-party having a right to do so on a non-confidential basis; or (iv) information that is required by law, regulation, government order or judicial order to be disclosed, provided Receiving Party promptly notifies the Disclosing Party upon such request for disclosure.
- 6.3. Treatment of Confidential Information. Each Receiving Party shall hold the disclosing parties Confidential Information in strictest confidence and exercise at least the same standard of care to prevent the disclosure of such Confidential Information as it exercises to prevent the disclosure of its own Confidential Information, but no less than a reasonable standard of care.
- 6.4. The Receiving Party shall not; (i) make any use or copies of the Confidential Information of the Disclosing Party except as contemplated by this Agreement, (ii) acquire any write in or assert any lien against the Confidential Information of the Disclosing Party, (iii) sell, assign, lease, or otherwise dispose of any Confidential Information of the Disclosing Party to third parties, (iv) commercially exploit such information including through derivative works, (v) decompile or disassemble any Confidential Information, or (vi) refuse for any reason (including a default or material breach of this Agreement by the Disclosing Party) to return promptly to the Disclosing Party the Confidential Information of Disclosing Party if requested to do so.
- 6.5. Upon expiration or termination of this Agreement, the party shall return or destroy, as the Disclosing Party may direct, all documentation in any medium that contains, refers to, or relates to the Disclosing Party’s Confidential Information and may retain one copy for archival purposes. In addition, the party shall take all reasonable steps to make sure that its employees comply with these confidentiality provisions.
- 6.6. Confidentiality Period. The obligations imposed under this section will remain in effect with respect to specific Confidential Information for a period of **three (3) years** from the date of disclosure of such Confidential Information with respect to Confidential Information that does not qualify as a trade secret under applicable law and with respect to trade secrets, for so long as such Confidential Information remains a trade secret.
- 6.7. Data Privacy. For the purpose of this Agreement “Data Subjects” shall mean identified or identifiable persons to whom Personal Data relates. For the purpose of this Agreement “Personal Data” shall mean any information relating to an identified or identifiable person. For the purpose of this Agreement “Data Protection Laws” shall mean any applicable law **in PRC** or regulation concerning data protection that



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governs the processing of Personal Data under this Agreement. Customer represents and covenants that Customer has been provided with any and all notices to and received any and all consents from Data Subjects to allow Bricom to perform the Services without violating the Data Protection Laws. Customer agrees to indemnify and keep indemnified and defend Bricom at its own expense against all costs, claims, damages, or expenses incurred by Bricom or for which Bricom may become liable due to any failure of Customer to comply with any of its obligations under Data Protection Law.

7. Warranties and Disclaimers
- 7.1. Limited Warranty. Bricom warrants that it will use commercially reasonable efforts to provide the Services in a competent and workmanlike manner in accordance with applicable industry standards. The warranty shall not apply: (i) if the Services are not used in accordance with this Agreement and any documentation; (ii) if the defect is caused by any third-party materials not provided by Bricom as part of the Services; (iii) if the defect is caused by any Customer Materials. Notwithstanding anything else in this Agreement to the contrary, all equipment provided by Bricom for Customer to use to access the Services is provided “AS IS” without warranty of any kind.
- 7.2. If the Services do not conform to the foregoing warranty, and Customer provides notice of such defect within 30 days after the performance of the relevant Services, then Bricom will use commercially reasonable effort to re-perform the relevant Services in a materially conforming manner. If Bricom is unable to re-perform the relevant Services in a materially conforming manner, Bricom will provide Customer with a refund of the fees paid by Customer for the relevant, materially non-conforming Services. The foregoing states Customer’s exclusive remedy and Bricom’s entire liability in the event of a non-conformity with the warranty provided in this section.
- 7.3. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY DISCLAIMED ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTIES THAT THE CONTRACTOR OFFERINGS OR WORK PRODUCT WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION; OR THAT THE CONTRACTOR OFFERINGS OR WORK PRODUCT WILL PROVIDE ANY SPECIFIC RESULTS OR MEET THE REQUIREMENTS OF CUSTOMER.
- 7.4. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. CONTRACTOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CONTRACTOR’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES (SUCH AS NETWORK CARRIERS). AT TIMES, ACTIONS, OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) ACCORDINGLY, BRICOM DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, CUSTOMER IS SOLELY RESPONSIBLE FOR THE CONNECTION TO THE SERVICES INCLUDING THE NETWORK CONNECTION.
- 7.5. Warranties and Obligations of Customer. Customer represents and warrants that (i) it has the legal right and authority, and we’ll continue to own or maintain the legal right and authority, during the term of this Agreement, to provide any Customer Materials as contemplated under this Agreement and combine them with the Bricom Materials necessary for Bricom to provide the Bricom Offerings, (ii) the Customer Materials are free of all viruses incomparable elements which could harm the systems or for use by Bricom to provide the Bricom Offerings; and (iii) the performance office obligations and use of the Bricom Offerings will not violate any applicable laws, regulations or any provision of this Agreement. Customer further represents and warrants that it shall use the Bricom Offerings, Bricom Confidential Information and third-party materials solely for its own internal purposes and that it shall not resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a subscription service, hosted service or outsourced basis) the Bricom Offerings, Bricom Confidential Information or any third-party materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its authorized users as expressly permitted by this Agreement).

8. Limitation of Liability
  - 8.1. Neither party nor its affiliates, officers, employees, and agents, licensors, and suppliers shall have any liability to the other party whether in contract (including without limitation, negligence) or otherwise for consequential, exemplary, incidental, indirect or punitive loss, damage, expenses or for loss of business, data, revenue, profits, or use.
  - 8.2. Bricom's liability for any failure to achieve service levels/performance objectives shall be limited to those credits, as applicable, set forth in the applicable SOW.
  - 8.3. The allocations of liability in this section represent the agreed, bargained for understanding of the parties and Bricom's compensation here under reflects such allocations. The limitations on liability and types of damages stated in this Agreement are intended by parties to apply regardless of the form of any lawsuit or claim or party may bring whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this Agreement fails of its essential purpose.
9. Term and Termination
  - 9.1. Term. The initial term of this Agreement shall commence on the effective date and shall continue for a period of **one (1) year** ("Initial Term"). Upon completion of the initial term the Agreement shall renew **for four (4) consecutive one (1) year terms** (each a "Renewal Term"), unless terminated earlier. For purposes of this Agreement, initial term and renewal term may collectively be referred to its "Term".
  - 9.2. Termination for Insolvency. Either party may demand assurances or may terminate this Agreement or a SOW by written notice to the other party as follows: (i) upon the discovery, upon information and belief, that the other party has become insolvent; (ii) the institution by or against the other party of receivership, or bankruptcy proceedings, or any other proceedings for the settlement of such party's debts; or (iii) upon the other party making an assignment for the benefit of creditors.
  - 9.3. Duties Upon Termination. In the event of any termination or non-renewal pursuant to this section, Customer shall pay Bricom for all Services rendered, products ordered, and expenses incurred by Bricom up to the effective date of termination and each party shall promptly, upon written request, return to the other Confidential Information of the other held by each of the purposes of and in connection with this Agreement. after receipt of the notice of termination Bricom shall:
    - 9.3.1. Stop all work under this Agreement on the date specified in the notice of termination.
    - 9.3.2. Transfer to Customer and deliver in the manner as directed by Customer any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to Customer.
10. General Provisions
  - 10.1. Disputes and Mediation. Upon the occurrence of any dispute, controversy or claim or arising under or in connection with disagreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) that have not been resolved at the working level, despite diligent good faith efforts by the day-to-day account managers of the parties (a "Dispute"), each of the parties will refer to the senior management of the parties who is not involved in the general operation of the Services related to the dispute and whose task it will be to meet for the purpose of endeavoring to resolve the dispute. The designated executives will initially meet within **30** days of the commencement of the dispute and then shall diligently meet thereafter as often as necessary to negotiate in good faith or resolution of the dispute. All proposals, discussion and information exchanged during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings (legal, administrative, or otherwise). Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in **Beijing** before a neutral third-party mediator. A second

**Bricom**

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mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties agreed to be represented at the mediation meeting by individuals with full decision-making authority.

11. **Miscellaneous.**
- 11.1. Entire Agreement and Law. This Agreement together with the Services Order and other documents referenced herein represent the entire Agreement of the parties, and supersedes any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and a Services Order or SOW, the Agreement will prevail. This Agreement will be governed by the laws of the **People's Republic of China**. Nothing in this Agreement will prevent us from seeking immediate injunctive relief against you in the courts having jurisdiction over you.
- 11.2. Assignment. Customer may not assign or otherwise transfer any of its rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. Any attempted assignment in breach of this Section is void. You understand and agree that third parties, including but not limited to our affiliates, may provide products and Services to you in connection with the Bricom Services, and you may be billed for such. Additionally, to comply with international tax codes, we may assign billing rights to international subsidiaries if you use the Bricom Services outside of the People's Republic of China.
- 11.3. Compliance with Law. We will make every reasonable effort to operate in an ethical and law-abiding manner. However, it would be impossible for us to verify that everything you do or attempt to do with our products and Services complies with every applicable law. You are responsible for ensuring that your use of all products and Services is in accordance with laws and regulations that apply to you and your business or industry.
- 11.4. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given the first business day after being delivered by an internationally recognized overnight courier delivery service to the other party to the addresses set forth below, or to such other address or individual as the parties may specify from time to time by written notice to the other party. All notices shall be sent to the Parties' addresses as stated on the **signature page**.
- 11.5. Waiver. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, it will be considered stricken from this Agreement, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Our failure to act with respect to a breach by you of this Agreement does not constitute a waiver of our rights with respect to subsequent or similar breaches.
- 11.6. Remedies. All remedies available to us will be cumulative and the specification of a remedy will not preclude us from pursuing other remedies available at law or in equity. Neither party will be liable by reason of any failure of performance hereunder if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence.
- 11.7. Modifications. If we materially decrease any of our obligations or the functionality of the Bricom Service, we will either obtain your consent or you may terminate this Agreement. Any modification to the terms and conditions of this Agreement outside of one of the attached information requires written mutual consent.
- 11.8. Customer Purchase Order. The terms and conditions of any purchase order, acknowledgement or other similar form issued by Customer is intended solely for administrative convenience and no term or condition therein shall alter, amend, or affect any provision of this Agreement even if signed by either or both parties.
- 11.9. Assignment. This Agreement may not be assigned by either party without the prior approval of the other, except that no such approval shall be required for assignment in the event of a transfer in a (i) transaction involving a change in control of a party hereto or (ii) sale or other disposition of all or substantially all these assets of the business or operations of a party here to directly related to this Agreement. Bricom may also

assign this Agreement to an affiliated company without Customer's prior written approval. This Agreement will be binding upon and inure to the benefit of the parties and their respective representatives.

Notwithstanding, Bricom may delegate or subcontract the performance of all or any portion of the Services, without prior written consent from the Customer to either Bricom subsidiaries or affiliates or to Bricom's standard subcontractors; provided however that Bricom will not, as a result of any subcontracting or arrangement, be relieved of any of its obligations under this Agreement and shall continue to be responsible for any subcontractor act or omissions. Bricom may provide the Services through any of its related entities, each of which shall be referred to as Bricom for purposes of the Services that it provides under this Agreement. Related entity as used in this Agreement, shall mean any corporation, partnership, LLC, or other entity which Bricom or Bricom's holding company controls or which controls Bricom.

12. Effectiveness of contract
- 12.1. This contract is made in duplicate, one for each party.
- 12.2. To facilitate local administration procedure, both English and Simplified Chinese version of contract need to be signed and Simplified Chinese version will be set as a standard contract.
- 12.3. In addition to the contract annex corresponding to the product name and type selected in this contract, this contract is not attached with any other forms and contents. Therefore, if there is any appendix beyond the scope of this contract, both parties will not recognize its effectiveness. The supplementary Agreement signed separately shall be sealed by both parties, and the appendix to the contract shall have the same legal effect.
- 12.4. If both parties need to continue cooperation after the expiration of the contract, you shall sign the contract with Bricom according to the price standard when the contract is resigned one month before the expiration of the contract.
- 12.5. In case of any inconsistency or conflict between the relevant terms or Agreements of the contract and the previous relevant clauses or statements, this contract shall prevail.



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**BEIJING BRIDGE COMMUNICATION CO., LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Name:**

\_\_\_\_\_

(Official entity name)

Incorporated in: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Date: \_\_\_\_\_