DOCUTONE PROJECT DATA ROOM SERVICES CONTRACT

Updated: June 19, 2016

This Docutone Project Data Room Service Contract together with the Work Order (together referred to as this "Contract") is executed by Docutone and the Customer upon:

1. the Customer has clicked the Confirm button to submit and confirm the Work Order;

2. the Customer has expressly stated "I accept and agree to abide by the Docutone Project Data Room Service Contract".

This Contract shall become effective on the date the Work Order is submitted and confirmed ("Effective Date").

Definitions

"Competitor" means any third party other than Docutone that provides virtual data room products or services.

"Go Live Date" is the earlier of (i) the date when a project data room is made first available to Users, or (ii) thirty (30) days after the Effective Date.

"Account Manager(s)" means the manager(s) designated by the Customer, with the duties include but not limited to maintaining the Customer's corporate information, designating or removing Project Managers.

"Project Manager(s)" means any user authorized by Customer to manage the project data room, including creating project data room, uploading and managing Project Files, inviting users, assigning roles to user, creating groups, setting up access permissions, setting up Q&A processes, designating other user(s) as Project Manager(s) and accessing reports.

"Project" means each specified matter, identified by a Project Name, for which Customer uses the Services under this Contract.

"Project Data Room(s)" means Docutone's proprietary online project document repository, including its URLs and features, software, application user interfaces, functionalities delivered or accessible through any media or device, support,

additional services, support and all related materials and documentation, provided by or on behalf of Docutone to the Customer pursuant to this Contract.

"Project File(s)" means any electronic or digital document, data, properties or information that is uploaded or copied to a Project Data Room.

"Services" means the Project Data Room services provided by or on behalf of Docutone to the Customer pursuant to this Contract.

"Service Fees" means the Services fee set out in the Work Order.

"Terms of Use" means the Terms of Use posted on Docutone's website and the Project Data Room and their updates posted thereon by Docutone from time to time. Each User, Account Manager and Project Manager are required to accept these Terms of Use prior to being granted access to the Project Data Room.

"Users" means those individuals authorized by the Customer or the Project Manager(s) to access and use the Project Data Room according to their access policies set by the Customer or the Project Manager.

1. Services

(a) License. Docutone hereby grants to Customer and Customer hereby accepts from Docutone a non-exclusive, non-sublicensable, non-transferable, limited right and license to utilize, and permit Users to utilize the Services, strictly in accordance with the terms and conditions of this Contract.

(b) Work Order. Work Order constitutes an integral part of the Contract and sets out information including but not limited to Project information, term of the Project Data Room and the Service Fee etc. The Work Order shall be governed by the Contract, provided that in the event of any inconsistency between a provision of any Work Order and a provision of this Contract, the provision of the relevant Work Order shall prevail solely with respect to the Services provided and used thereunder.

(c) Restrictions on Use. Customer may not, and may not permit others to: (a) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Project Data Room; (b) modify, translate, adapt, alter, or create derivative works from the Project Data Room; (c) copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Project Data Room; or (d) distribute, sublicense, rent, lease, loan or grant any Competitor access to or use of the Project Data Room to any third party.

In the event that a Competitor gains access to the Project Data Room, Customer acknowledges that Docutone may terminate such Competitor's access to the Project Data Room.

2. Fees, Invoicing, Payment Terms.

(a) Service Fees.   In consideration for the Services and Customer's use of the Project Data Room, Customer shall pay to Docutone the Service Fees set forth in the Work Order in accordance with the Section 2 hereof.

All amounts payable by Customer under this Contract are exclusive of all taxes, including sales, use, withholding or value added taxes where applicable. In the event Customer is required by any applicable law to withhold amounts on payments due to Docutone pursuant to this Contract, Customer shall (i) effect such withholding and remit such amounts to the appropriate tax authorities, and (ii) ensure that, after such deduction or withholding, Docutone receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Docutone would have received and retained in the absence of such required deduction or withholding.

(b) Work Order Renewal.   Prior to the expiry of the Work Order, if Customer desires to continue using the same Project Data Room, Customer shall elect to renew the Work Order.   The renewed Work Order constitutes new Work Order and new Contract.   Failing to renew the expiring Work Order will result in termination of the Work Order, the Contract and the Project Data Room upon their expiry.

(c) Payment via Third-Party Billing Systems.   If third party billing or invoicing systems are utilized by Customer, additional administrative fees may be incurred and charged to Customer.

3. Management of Project Data Room(s)

(a) Account Management. Docutone shall create an account for each Customer.   Customer may choose to manage their account by itself or may designate Docutone to manage its account on itself.   If the Customer elects to manage its own account, Customer shall designate at least one Account Manager.   Account Manager shall be responsible for maintaining the Customer's corporate information and designating Project Manager(s) with the authority to create Project Data Rooms.

(b) Commencement of the Project Data Room. Each Project Manager will receive an email invitation which sets out a user ID, initial password and a

link to the Customer's customized login page. After logging in, the Project Manager can proceed creating the Project Data Room and completing the Work Order. The term of the Project Data Room set out in the Work Order shall commence from the date the Service Fee is paid ("Commencement Date").

(c)   Management of the Project Data Room(s). The Project Manager(s) designated by the Customer shall be responsible for managing the Project Data Room(s) on behalf of the Customer. The responsibilities of the Project Manager(s) include: (i) to appoint other user(s) to replace himself or herself as the Project Manager; (ii) to create, suspend and close the Project Data Room(s); (iii) to upload or permit File Manager to upload Project Files to the Project Data Room(s); (iv) to invite Users, create groups and apply access permissions to groups; (v) to set up Q&A processes; and (vi) to access and retrieve project usage reports.

(d)   Usernames and Passwords. Customer shall ensure Users of its Project Data Room take extra caution for the confidentiality of their respective Users' IDs and passwords. Docutone will not be liable for the security breach as a result of Customer or a User failing to maintain the confidentiality of its User ID and/or passwords or otherwise failing to fulfill its security and confidentiality obligations under, in the case of Customer, this Contract, and in the case of a User, the Terms of Use.

4.   Scheduled Maintenance.

Scheduled Maintenance. Docutone may perform periodic system maintenance on the Project Data Room(s) ("Scheduled Maintenance"). Before each Scheduled Maintenance, Docutone will provide advance notice to Customer(s) on the Project Data Room's log-in page. Scheduled Maintenance will be limited to non-office hours typically after mid-night Beijing time.

5.   Support

Docutone will provide support via telephone help desks, which will be operated 24 hours/day, 7 days/week, to address and repair problems and to answer questions from Customer or Users regarding the use of the Project Data Room.

6. Term & Termination

(a) Term.   This Contract shall commence on the Effective Date and continue in effect until terminated (i) in accordance with Section 6(b) hereof; (ii) by agreement of the parties; or (iii) upon the expiry of the Work Order.

(b) Termination.   Notwithstanding the foregoing, either party may terminate this Contract immediately by written notice to the other party if: (i) that other party breaches any material term of this Contract, including but not limited to payment obligations, and fails to remedy such breach within fourteen (14) days of written notice by the non-breaching party; (ii) that other party becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed; (iii) that other party becomes the subject of a court petition in bankruptcy which is not withdrawn or dismissed within sixty (60) days thereafter; or (iv) this Party receives an order from any government or judicial authority which in Docutone's opinion, prevents the Customer from using the Project Data Room.   Either party also may terminate or suspend this Contract with immediate effect upon written notice if such party determines in its reasonable judgment that continuing to provide or use the Services pursuant to this Contract would potentially breach the law or infringe upon any third party's intellectual property rights, or that the Services have been or may be used by the other party for any illegal transaction or unlawful purpose.

7. Ownership.

(a) Ownership of Customer Information.   Customer will be the sole and exclusive owner of all rights, title and interest in and to the Project Files and the information concerning the Project (including but not limited to all Users' data).   Customer grants to Docutone a license to such Project Files and information only to the extent necessary for Docutone to provide and improve the Services for Customer if applicable.

(b) Customer acknowledges that the Project Data Rooms are intended to hold an extra copy of all the Project Files and shall not serve as a repository of the master or originals of these Project File.   The Customer acknowledges and agrees that Docutone shall not be responsible for the use of the Project Files and nor for the content, accuracy or completeness of any of the Project Files.

(c) Ownership of Project Data Rooms.   Except for the Project Files, Docutone owns and shall retain all right, title, and interest in Project Data Rooms, all components thereof, including without limitation all related applications,

user interface designs, processes, software and source code, and any and all future enhancements or modifications thereto howsoever made, and all intellectual property rights therein. Customer shall not redistribute for commercial purposes, reverse engineer, disassemble, transfer or use the Services and the Project Data Room in any manner inconsistent with the terms and conditions of this Contract.

8. Representations and Warranties.

(a) General Representations. Each party represents and warrants that (i) it will comply with all applicable laws; (ii) will not provide the Services or use of the Project Data Room and/or Services in such a way that will cause or potentially cause any third party to suffer any loss or harm; and (iii) it will use effective and regularly updated antivirus software and procedures to minimize the risk of transmitting any viruses, worms, programs or tools intended to damage, intercept or expropriate any data, coding or personal information. Customer acknowledges that Docutone may in its sole discretion, remove any Project Files that violates this Section from the Project Data Room or suspend the access to the Project Data Room by the Customer and the Users.

(b) Docutone Representations. Docutone represents and warrants that (i) Docutone has benchmarked the prevailing industry practices and standards in designing and engineering the Project Data Room; (ii) to the best of its knowledge, the Project Data Room does not infringe any third party's intellectual property right.

(c) Customer Representations. Customer represents and warrants that (i) it will not use the Project Data Room for any purposes or in any manner that will violate any applicable law, regulation or third party rights; (ii) it has all necessary rights, authority, title and/or interest in and to any Project Files for use on the Project Data Room(s); (iii) it will not upload or permit other User to upload to the Project Data Room any Project Files containing contents that will violate any applicable law, regulation or third party rights; (iv) it will not upload or permit other User(s) to upload to the Project Data Room any virus, worm and/or malicious codes; (v) to the best of its knowledge, no laws or regulations prohibit Customer's performance under this Contract.

(d) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS CONTRACT, THE PROJECT DATA ROOM AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT

LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. DOCUTONE MAKES NO WARRANTY THAT THE PROJECT DATA ROOM AND THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES NOR DOES DOCUTONE WARRANT THE PROJECT DATA ROOM WILL BE COMPATIBLE WITH ALL HARDWARE OR SOFTWARE CONFIGURATIONS.

WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT IN THE EVENT THE PROJECT MANAGER SELECTS THE SECURITY FEASTURES OF THE PROJECT DATA ROOM THAT, AS THE CASE MAY BE, PREVENT USERS FROM DOWNLOADING, COPYING OR PRINTING THE PROJECT FILES, THESE FEATURES CAN NEITHER PREVENT USERS FROM MANUAL COPYING NOR CAN THEY PREVENT THEM FROM USING ELECTRONIC, DIGITAL DEVICES OR SOFTWARES TO CAPTURE THE DISPLAYED INFORMATION OF THE PROJECT FILES.

COSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION BY DOCUTONE OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

9. **Limitation of Liability and Damages.**

EXCEPT FOR CLAIMS FOR (I) PERSONAL INJURY OR WRONGFUL DEATH DUE TO NEGLIGENCE, (II) WILLFUL MISCONDUCV OR (III) FRAUD, THE ENTIRE LIABILITY OF DOCUTONE TO CUSTOMER IN CONNECTION WITH SERVICES PROVIDED TO CUSTOMER AND ANY AGREEMENT BETWEEN DOCUTONE AND CUSTOMER RELATING THERETO (WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) SHALL NOT IN ANY CONTRACT YEAR EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID OR BECOMING DUE UNDER THIS AGREEMENT DURING SUCH CONTRACT YEAR. THIS SECTION 9 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. **Intellectual Property Indemnification.**

(a) Indemnification.   Docutone agrees to indemnify, defend and hold harmless Customer from and against any claim that the Project Data Room infringes any copyright, patent or other intellectual property right, provided that (i) the alleged infringement is not related to any of the Project Files; (ii) Customer

notifies Docutone of any such claim in writing promptly and, in any event, within fifteen (15) days of its first awareness of such claim; (iii) Customer tenders to Docutone the right to defend and/or settle such claim through legal counsel of its choice; and (iv) Customer provides Docutone with any and all reasonable assistance, information and authority necessary for Docutone to perform its obligations under this Section. Docutone will reimburse the Customer of the reasonable, out-of-pocket expenses incurred by it in providing such assistance.

(b) Exclusion. Docutone will have no liability for any claim of infringement based on any modification or unauthorized use of the Project Data Room by Customer or any User or agent thereof.

(c) Remedies. In the event the Project Data Room infringes, Docutone has the option to (i) obtain for Customer a license to continue to use the Project Data Room; (ii) replace or modify the Project Data Room to make it non-infringing, provided that such modified Project Data Room is functionally equivalent to the Project Data Room provided to Customer; or (iii) terminate this Contract, provided that Docutone promptly refund to Customer any unused Fees.

(d) This Section 10 sets out Docutone's entire liability and Customer's exclusive remedy for any intellectual property infringement.

11. Confidentiality.

(a) "Confidential Information" means all the proprietary information owned by or otherwise within the possession of a Party, including but not limited to all the Project Files, inventions, copyright, know-hows, business models and trade secrets, marketing plans, financial information, computer programs (including but not limited to the designs, source code, data, features, application user interfaces, functionalities, manuals, instructions of the Project Data Room), pricing and other non-public information related to the Project, the Project Data Room and/or the business of Docutone or Customer.

(b) Both Docutone and Customer agree to use reasonable measures to safeguard the Confidential Information of the other Party and notify the other Party immediately of any confidentiality breach. Without the prior written consent of the other Party, neither party will disclose, publish or otherwise disseminate, duplicate or use, directly or indirectly, any Confidential Information of the other party at any time for any purposes other than for fulfilling its obligations under this Contract.   In the event that

any party is required by law, court, regulatory or administrative authority, proceeding or similar process to disclose any Confidential Information of the other Party, the disclosing party will promptly notify the other party, to the extent permissible by the terms of such requirement, and, if permitted by the requiring authority, assist the other party (at the other party's cost) in seeking a protective order or other appropriate remedy prior to disclosing the Confidential Information.

12. Miscellaneous.

(a) Governing Law.   This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.   Any dispute, controversy or claim arising out of or relating to this Contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the China International Economic and Trade Arbitration Commission in accordance with its Arbitration rules in force when the arbitration is submitted.   The place of arbitration shall be Beijing. The number if arbitrators shall be three. The arbitral award shall be final.

Both Parties hereby agree that in any case the arbitration tribunal is not empowered to award damages in excess of the limitations set out in Section 9 of this Contract.

(b) Notices.   Wherever provision is made in this Contract for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by registered or certified mail to, in the case of the Customer, the address set forth on the first page of the Work Order or, in the case of Docutone, to Beijing Docutone Information Technology Co., Ltd, Suite 331, North Wing, 01 Commercial Building, 2 Jiuxianqiao Road, Chaoyang District, Beijing, 100016, China, Attention: Legal Department.

(c) Force Majeure.   In the event that any Force Majeure event causes a delay or failure of a party to comply with any obligation set forth in this Contract, such obligation will be suspended during the continuance of the Force Majeure event. The party whose obligation hereunder is suspended will give prompt written notice of the Force Majeure event and its best reasonable estimate of when such event will abate.   For the purpose of this Contract, "Force Majeure" event shall mean any event beyond the reasonable control of a party, including without limitation, fire, flood, storm,

riot, strike, epidemic, war (declared or undeclared), embargo and governmental action and decree.

(d) Assignment. Neither party may assign or delegate any part of this Contract without the prior written consent of the other. However, either party may assign this Contract, without the other party's consent, in connection with any merger, acquisition or sale of all or substantially all of its business or to another entity. Such party shall provide written notice of such assignment within thirty (30) days thereafter.

(e) No Third Party Beneficiaries. Nothing in this Contract will entitle any person or entity (other than a party hereto and its respective permitted assigns) to any claim, cause of action, remedy or right of any kind, and no such person or entity will be deemed to be an intended or unintended third party beneficiary of this Contract.

(f) Specific Performance. The parties acknowledge and agree that violations of Sections 1(a) (Licence); 1(c) (Restrictions on Use); 7 (Ownership); or 11 (Confidentiality) may irreparably damage the non-breaching party and/or its affiliates. Accordingly, in addition to any other remedy it may be entitled by law or in equity, the non-breaching party will be entitled to seek an injunction (without any bond or other security being required), restraining any violation or threatened violation of Sections 1(a) (Licence); 1(c) (Restrictions on Use); 7 (Ownership); or 11 (Confidentiality) of this Contract by the other party or any other appropriate decree of specific performance.

(g) Severability. In the event that any provision of this Contract is determined to be illegal or otherwise unenforceable, such provision shall be deemed modified so as to make such provision legal and enforceable and shall not otherwise affect any other provisions of this Contract.

(h) Publicity: Customer and Docutone agree to issue a joint press release regarding this Contract. The parties will cooperate to prepare and agree on the contents and timing of such press release before either party shall be permitted to issue it. Pricing terms shall remain strictly confidential. In addition, and upon request by Docutone, Customer agrees to provide a written or verbal reference regarding its use of the Services.