

# CHINACACHE INTERNATIONAL HOLDINGS LTD.

## FORM F-1/A

(Securities Registration (foreign private issuer))

Filed 09/29/10

Telephone	86 10 6437-3399
CIK	0001498576
Symbol	CCIH
SIC Code	7374 - Computer Processing and Data Preparation and Processing Services
Industry	Investment Services
Sector	Financial
Fiscal Year	12/31

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# SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

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AMENDMENT NO. 3  
TO  
**FORM F-1**  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

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## ChinaCache International Holdings Ltd.

(Exact name of Registrant as specified in its charter)

**Not Applicable**

(Translation of Registrant's name into English)

<b>Cayman Islands</b> (State or other jurisdiction of incorporation or organization)	<b>7389</b> (Primary Standard Industrial Classification Code Number)	<b>Not Applicable</b> (I.R.S. Employer Identification Number)
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6/F, Block A, Galaxy Plaza  
No. 10 Jiuxianqiao Road Middle, Chaoyang District  
Beijing, 100015  
People's Republic of China  
(86 10) 6437 3399

(Address, including zip code, and telephone number, including  
area code, of Registrant's principal executive offices)

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Law Debenture Corporate Services Inc.  
400 Madison Avenue, 4th Floor  
New York, New York 10017  
(212) 750-6474

(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

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*Copies to:*

Z. Julie Gao, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP

c/o 42/F, Edinburgh Tower, The Landmark  
15 Queen's Road, Central  
Hong Kong  
(852) 3740-4700

James C. Lin, Esq.  
Davis Polk & Wardwell LLP  
18th Floor, The Hong Kong Club Building  
3A Chater Road, Central  
Hong Kong  
(852) 2533-3300

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Approximate date of commencement of proposed sale to the public:  
as soon as practicable after the effective date of this registration statement

box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), may determine.

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## **Explanatory Note**

The sole purpose of this amendment is to amend the exhibit index and to re-file Exhibit 10.39 to the registration statement. No other changes have been made to the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note and Part II of the registration statement.

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## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences or committing a crime. Our articles of association provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own willful neglect or default.

Pursuant to the indemnification agreements the form of which will be filed as Exhibit 10.2 to this registration statement, we will agree to indemnify our directors and officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer.

The underwriting agreement, the form of which will be filed as Exhibit 1.1 to this registration statement, will also provide for indemnification of us and our officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, or the Securities Act, may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

#### ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.

During the past three years, we have issued the following securities (including options to acquire our ordinary shares).

Purchaser	Date of Sale or Issuance	Number of Securities	Consideration	Securities Registration Exemption
GEMS Lab Corporation Limited	August 15, 2007	785,494 ordinary shares	Certain technologies owned by Beijing Jingtian Technology Limited	Regulation S of the Securities Act
JAFCO Asia Technology Fund II	October 8, 2007	3,846,153 Series A preferred shares	US\$537,660 through exercise of warrants	Section 4(2) of the Securities Act <sup>(1)</sup>
Intel Capital (Cayman) Corporation	October 8, 2007	3,846,153 Series A preferred	US\$537,431 through exercise of warrants	Section 4(2) of the Securities Act <sup>(1)</sup>
GEMS Lab Corporation Limited	November 17, 2007	2,356,483 ordinary shares	Certain technologies	Regulation S of the Securities Act
Sundream Holdings Ltd.	January 10, 2008	2,168,000 ordinary shares	Equity interest in JNet Holdings Limited	Regulation S of the Securities Act

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Purchaser	Date of Sale or Issuance	Number of Securities	Consideration	Securities Registration Exemption
SmartAsia Holdings Ltd.	January 10, 2008	240,890 ordinary shares	Equity interest in JNet Holdings Limited	Regulation S of the Securities Act
Sundream Holdings Ltd.	June 10, 2008	2,842,258 ordinary shares	Equity interest in JNet Holdings Limited	Regulation S of the Securities Act
SmartAsia Holdings Ltd.	June 10, 2008	315,807 ordinary shares	Equity interest in JNet Holdings Limited	Regulation S of the the Securities Act
A group of institutional	July 29, 2008	Promissory notes	US\$3,208,000	Section 4(2) of the

investors <sup>(2)</sup>				Securities Act <sup>(1)</sup>
A group of institutional investors <sup>(2)</sup>	September 25, 2008	Promissory notes	US\$397,000	Section 4(2) of the Securities Act <sup>(1)</sup>
A group of institutional investors <sup>(3)</sup>	December 29, 2009	20,512,821 Series C-1 convertible preferred shares	US\$8 million	Section 4(2) of the Securities Act <sup>(1)</sup>
A group of institutional investors <sup>(2)</sup>	December 29, 2009	11,831,308 Series C-2 convertible preferred shares	Retirement of the promissory notes in the amount of US\$3,605,000	Section 4(2) of the Securities Act <sup>(1)</sup>
A group of institutional investors <sup>(3)</sup>	December 29, 2009	12,436,707 Series C-3 convertible preferred shares	US\$3 million	Section 4(2) of the Securities Act <sup>(1)</sup>

Notes:

- (1) Each of the investors in these transactions was an "accredited investor," as defined under Regulation D under the Securities Act.
- (2) This group of investors consists of Qiming Venture Partners, L.P., Qiming Managing Directors Fund, L.P., Ignition Venture Partners III, L.P., Ignition Managing Directors Fund III, LLC, Starr International Cayman, Inc., SIG China Investments One, Ltd., JAFCO Asia Technology Fund II, Intel Capital Corporation, Investor Investments Asia Limited, and Investor Group Asia, L.P.
- (3) This group of investors consists of Qiming Venture Partners, L.P., Qiming Managing Directors Fund, L.P., Ignition Venture Partners III, L.P., Ignition Managing Directors Fund III, LLC, SIG China Investments One, Ltd., Intel Capital Corporation, Investor Investments Asia Limited, and Investor Group Asia, L.P.

**ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.**

(a) Exhibits

See the Exhibit Index for a complete list of all exhibits filed as part of this registration statement, which Exhibit Index is incorporated herein by reference.

The agreements included as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosures that were made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto.

**ITEM 9. UNDERTAKINGS.**

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is

first used after effectiveness; *provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) For the purpose of determining any liability under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing, the People's Republic of China, on September 29, 2010.

ChinaCache International Holdings Ltd.

By: /s/ SONG WANG

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Name: Song Wang

Title: Chairman and Chief Executive Officer

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Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ SONG WANG</u> Song Wang	Chairman and Chief Executive Officer (principal executive officer)	September 29, 2010
<u>/s/ ROBERT YONG SHA</u> Robert Yong Sha	Chief Financial Officer (principal financial and accounting officer)	September 29, 2010
<u>*</u> Jean Xiaohong Kou	Director and Senior Vice President	September 29, 2010
<u>*</u> Paul Jin-Hwee Choo	Director	September 29, 2010
<u>*</u> Duane Ziping Kuang	Director	September 29, 2010
<u>*</u> Yunjie Liu	Director	September 29, 2010

\*By: /s/ SONG WANG

*Attorney-in-fact*

**SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES**

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of ChinaCache International Holdings Ltd., has signed this registration statement or amendment thereto in New York, on September 29, 2010.

**Authorized U.S. Representative**

By: /s/ KATE LEDYARD

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**Name:** Kate Ledyard, on behalf of  
Law Debenture Corporate Services Inc.  
**Title:** Manager

CHINACACHE INTERNATIONAL HOLDINGS LTD.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1†	Form of Underwriting Agreement
3.1†	Fourth Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2†	Form of Fifth Amended and Restated Memorandum and Articles of Association of the Registrant (effective upon the closing of this offering)
4.1†	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)
4.2†	Registrant's Specimen Certificate for Ordinary Shares
4.3†	Form of Deposit Agreement, among the Registrant, the depositary and holder of the American Depositary Receipts
4.4†	Third Amended and Restated Investors' Rights Agreement dated August 13, 2010, among the Registrant, Series A, B and C investors, and other parties thereto
4.5†	Third Amended and Restated Buy-Out Agreement dated May 14, 2010, between the Registrant, Intel Capital (Cayman) Corporation and Intel Capital Corporation
5.1†	Opinion of Conyers Dill & Pearman regarding the validity of the ordinary shares being registered
8.1†	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP regarding certain U.S. tax matters
8.2†	Opinion of Conyers Dill & Pearman regarding certain Cayman Island tax matters (included in Exhibit 5.1)
8.3†	Opinion of Han Kun Law Offices regarding certain PRC tax matters (included in Exhibit 99.2)
10.1†	2007 Stock Incentive Plan
10.2†	2008 Stock Incentive Plan
10.3†	2010 Stock Incentive Plan
10.4†	Form of Indemnification Agreement between the Registrant and its directors
10.5†	Form of Employment Agreement between the Registrant and an Executive Officer of the Registrant
10.6†	Option Agreement dated April 20, 2007, among the Registrant, Song Wang, Xiaohong Kou, and Series B convertible preferred shareholders listed therein
10.7†	Supplementary Agreement and Second Supplementary Agreement to the Option Agreement, dated July 15, 2009 and May 14, 2010, respectively, among the Registrant, Consolidated Capital Holdings, Ltd., Song Wang, Xiaohong Kou, and Series B convertible preferred shareholders listed therein
10.8†	Series C Preferred Share Purchase Agreement dated December 11, 2009, relating to the sale of the Registrant's Series C convertible preferred shares to the parties listed therein
10.9†	English translation of Loan Agreement dated September 23, 2005, between the Registrant and the shareholders of Beijing Blue I.T.



<u>Exhibit Number</u>	<u>Description of Document</u>
10.10†	English translation of Supplementary Agreement to Loan Agreement dated May 10, 2010, between the Registrant and the shareholders of Beijing Blue I.T.
10.11†	English translation of Share Pledge Agreements dated September 23, 2005 among ChinaCache Beijing, Beijing Blue I.T. and the shareholders of Beijing Blue I.T.
10.12†	English translation of Powers of Attorney dated September 23, 2005 by the shareholders of Beijing Blue I.T.
10.13†	English translation of Exclusive Business Cooperation Agreement dated September 23, 2005, between ChinaCache Beijing and Beijing Blue I.T.
10.14†	English translation of Exclusive Technical Consultation and Training Agreement dated September 23, 2005, between ChinaCache Beijing and Beijing Blue I.T.
10.15†	English translation of Exclusive Technical Support and Service Agreement dated September 23, 2005, between ChinaCache Beijing and Beijing Blue I.T.
10.16†	English translation of Equipment Leasing Agreement dated September 23, 2005, between ChinaCache Beijing and Beijing Blue I.T.
10.17†	English translation of Exclusive Option Agreements dated September 23, 2005, among the Registrant, Beijing Blue I.T. and the shareholders of Beijing Blue I.T.
10.18†	English translation of Supplementary Agreements to Exclusive Option Agreement dated May 10, 2010, among the Registrant, Beijing Blue I.T. and the shareholders of Beijing Blue I.T.
10.19†	English translation of Loan Agreements dated July 31, 2008, between ChinaCache Beijing and the shareholders of Beijing Jingtian
10.20†	English translation of Supplementary Agreements to Loan Agreement dated May 10, 2010, between ChinaCache Beijing and the shareholders of Beijing Jingtian
10.21†	English translation of Share Pledge Agreements dated July 31, 2008, among ChinaCache Beijing, Beijing Jingtian and the shareholders of Beijing Jingtian
10.22†	English translation of the Powers of Attorney dated July 31, 2008 by the shareholders of Beijing Jingtian
10.23†	English translation of the Exclusive Option Agreement dated July 31, 2008, among ChinaCache Beijing, Beijing Jingtian and the shareholders of Beijing Jingtian
10.24†	English translation of Supplementary Agreements to Exclusive Option Agreements dated May 10, 2010, among ChinaCache Beijing, Beijing Jingtian and the shareholders of Beijing Jingtian
10.25†	English translation of the Exclusive Business Cooperation Agreement dated July 31, 2008, between ChinaCache Beijing and Beijing Jingtian
10.26†	Share Purchase and Sale Agreement dated December 20, 2007, among the Registrant, JNet Holdings Limited, Sundream Holdings Limited, Smart Asia Holdings Limited, Shanghai JNet and the individuals listed therein
10.27†	Supplementary Agreement to Share Purchase and Sale Agreement dated January 28, 2010, among the Registrant, JNet Holdings Limited, Sundream Holdings Limited, Smart Asia Holdings Limited, Shanghai JNet and the individuals listed therein

<u>Exhibit Number</u>	<u>Description of Document</u>
10.28†	English translation of Loan Agreement dated January 10, 2008, between ChinaCache Beijing and one shareholder of Shanghai JNet
10.29†	English translation of Loan Agreements dated April 8, 2010, between ChinaCache Beijing and four shareholders of Shanghai JNet
10.30†	English translation of Share Pledge Agreement dated January 10, 2008 among ChinaCache Beijing, Shanghai JNet and one shareholder of Shanghai JNet
10.31†	English translation of Share Pledge Agreements dated April 8, 2010, among ChinaCache Beijing, Shanghai JNet and four shareholders of Shanghai JNet
10.32†	English translation of the Power of Attorney by one shareholder of Shanghai JNet dated January 10, 2008
10.33†	English translation of the Powers of Attorney by four shareholders of Shanghai JNet dated April 8, 2010
10.34†	English translation of the Exclusive Option Agreement dated January 10, 2008, among ChinaCache Beijing, Shanghai JNet and one shareholder of Shanghai JNet
10.35†	English translation of Supplementary Agreement to Exclusive Option Agreement dated May 10, 2010 among ChinaCache Beijing, Shanghai JNet and one shareholder of Shanghai JNet
10.36†	English translation of the Exclusive Option Agreements dated April 8, 2010 among ChinaCache Beijing, Shanghai JNet and four shareholders of Shanghai JNet
10.37†	English translation of the Exclusive Business Cooperation Agreement dated January 10, 2008, between ChinaCache Beijing and Shanghai JNet
10.38†	English translation of Optical Fiber Line Lease and Services Agreement dated April 10, 2008, between Beijing Blue I.T. and Tong Zhen Networks Co., Ltd.
10.39**	English translation of Technological Services Framework Agreement dated March 30, 2009, between Beijing Blue I.T. and Shenzhen Tencent Computer Systems Co., Ltd.
21.1†	Subsidiaries of the Registrant
23.1†	Consent of Ernst & Young Hua Ming, Independent Registered Public Accounting Firm
23.2†	Consent of Conyers Dill & Pearman (included in Exhibit 5.1)
23.3†	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 8.1)
23.4†	Consent of Han Kun Law Offices (included in Exhibit 99.2)
23.5†	Consent of iResearch Consulting Group
23.6†	Consent of Great China Appraisal Limited
23.7†	Consent of Ya-Qin Zhang, an independent director appointee
23.8†	Consent of Kathleen Chien, an independent director appointee
24.1†	Powers of Attorney (included on signature page)

**Exhibit**  
**Number**    **Description of Document**

99.1† Code of Business Conduct and Ethics of the Registrant

99.2† Opinion of Han Kun Law Offices regarding certain PRC law matters

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\*\* Confidential treatment has been requested for certain confidential portions of this exhibit pursuant to Rule 406 under the Securities Act. In accordance with Rule 406, these confidential portions have been filed separately with the Commission.

† Filed previously.



QuickLinks

Explanatory Note

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.  
ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.  
ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.  
ITEM 9. UNDERTAKINGS.

SIGNATURES

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES  
CHINACACHE INTERNATIONAL HOLDINGS LTD. EXHIBIT INDEX

**CDN SERVICE FRAMEWORK AGREEMENT**

Contract No.: T-044-COM-20090317-01

**Party A: Shenzhen Tencent Computer Systems Co., Ltd.**

Address: Floors 5 to 10, Fiyta Plaza, South District, Shenzhen Technology Park

Legal Representative: Ma Huateng

Contact Person: Liu Jianjuan

Telephone: 0755-86013388-5693 Fax: 0755-86013021

**Party B: Beijing Blue I.T. Technologies Co., Ltd.**

Address: Floor 6, Galaxy Plaza, No.10 Jiuxianqiao Middle Road, Chaoyang District, Beijing

Legal Representative: Kou Xiaohong

Contact Person: Chen Zhizhen

Telephone: (86755) 88251702 Fax: (86755) 88251701

Party A and Party B have reached the following agreements through negotiation with respect to the provision of CDN services by Party B to Party A, and intend to be bound by said agreements:

**1. Definitions**

- 1.1. CDN Services: means “Content Delivery Network” services, by which Party B publishes the contents of client’s website to the “edges” of the Internet which is closest to users through its service system that is set up by various ISP (Internet Service Provider) and IDC (Internet Data Center), so as for users of client’s website to obtain necessary contents nearby, to resolve the problem of Internet congestion, and to transmit website contents rapidly and steadily to users of client’s website.
- 1.2. Published Contents: means the contents owned by Party A which become the object of the CDN Services.

**2. Content of Services**

- 2.1. Party A hereby entrusts Party B with the CDN services for its picture , download and stream media services, and the CDN service area is: within the People’s Republic of China.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY \*\*\*, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 OF THE SECURITIES ACT OF 1933, AS AMENDED.

2.2. Categorization of the CDN Services: picture , download, and stream media; No differentiation will be made among different business of different internal departments of Tencent.

### 3. Term of Services

3.1. This agreement is effective for one year, from April 1, 2009 to March 31, 2010.

### 4. Fees and Payment

4.1. The fees involved in this agreement shall be in RMB. Party A is entitled to modify the following fee calculation method upon changes of business development and technologies, but shall notify Party B for negotiation one month in advance.

4.2. CDN Bandwidth Unit Price

The step unit prices for bandwidth expenses are as follows:

Rich media flow level (G)	<20	>=20 & <30	>=30 & <40	>40
Rich media unit price (RMB/G/month)	***	***	***	***
Imagecache flow level (G)	<30	>=30 & <40	>=40 & <60	>60
Imagecache unit price (RMB/G/month)	***	***	***	***
Download flow level	<40	>=40 & <60	>=60 & <80	>80
Download unit price (RMB/G/month)	***	***	***	***
Rich media storage service fees	Unit price: *** yuan/TBytes/month; total fees shall be the product of Party A's actually used storage multiplied by the unit price.			

4.3. Billing and Settlement

4.3.1. Bandwidth Collection:

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY \*\*\*, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 OF THE SECURITIES ACT OF 1933, AS AMENDED.

- 4.3.1.1. Collection Method: bandwidth shall be collected from the server net card or switchboard port, or be calculated based on the logs , each subject to negotiations of the parties . The parties will negotiate to determine based on the nature of business.
- 4.3.1.2. Collection Period: bandwidth shall be collected every five minutes. If the design of Party B's webmaster system is to collect every one minute, the average value during every 5 minutes shall be the final collected amount for said period. If the design of Party B's webmaster system uses other method of collection, the parties shall agree otherwise on the period for collection. If Party B changes the collection method without written consent of the purchase center, it shall be subject to the penalties set forth in Section 7.5 of this agreement.
- 4.3.2. Calculation of Total Bandwidth: Party A's business is divided into 3 categories: picture , download and stream media; bandwidth for the same category of business under different domain names and directories shall be calculated accumulatively. For example, if there are several domain names under Party A's download business, each domain name has several directories , and each directory has several files, the bandwidth resulting from Party A's users downloading such files shall be accumulated after being collected with the above methods so as to generate the aggregate bandwidth for the download business. The calculation for picture and stream media business shall be the same.
- 4.3.3. Calculation of Settlement Bandwidth:
  - 4.3.3.1. Using the above rules, the total bandwidth shall be calculated every 5 minutes in 24 hours per day, and thus there will be  $24*60/5=288$  bandwidth values, the highest of which shall be the bandwidth peak value of the day; the average of the peak values of each day during a month shall be the settlement bandwidth of the month for the business.
  - 4.3.3.2. For download and stream media business, the parties shall agree to a ceiling of the daily peak value, and Party B shall adopt rate-limiting measures to prevent the flow from exceeding the ceiling; whenever the daily bandwidth peak value exceeds the ceiling, the agreed ceiling shall be the settlement bandwidth of said day. The determination and change of the bandwidth ceiling by Party A shall be notified to Party B.
  - 4.3.3.3. The source bandwidth for stream media business from April 1, 2009 to May 31, 2009 shall be counted into the settlement bandwidth and be borne by Party A; since June 1, 2009, such part shall no longer be counted into the settlement bandwidth and shall be borne by Party B.
- 4.3.4. Party B undertakes to collect and provide Party A with settlement data completely in accordance with the parties' agreement (including this agreement and its supplementary agreements), and to be responsible for the correctness and completeness of such data. During the implementation of this agreement, Party A will, from time to time , examine the actually occurred amount of the settlement bandwidth, and Party B shall cooperate and

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY \*\*\*, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 OF THE SECURITIES ACT OF 1933, AS AMENDED.

provide necessary data or materials. If after examination, Party B is found to have over charges, it shall refund the overcharged amount.

- 4.3.5. Payment Method: payment by month, Party A shall pay Party B the payment for the previous month before the 15<sup>th</sup> day of every month, and Party B shall send to Party A the flow statement, statement of account and payment advice for the previous month for its confirmation before the 3<sup>rd</sup> day of every month, which date may be extended upon holidays (for example, Party B shall send to Party A the flow statement, statement of account and payment advice for March for its confirmation before April 3 ; if there's no problem after review , Party A shall pay Party B the payment for March before May 15). Party B shall provide to Party A sufficient and valid invoices before payment.

## 5. Special Provisions

Party A authorizes its purchase center as the exclusive connector for relevant business in the performance of this agreement (including fees settlement, making orders, exceptions connector etc.) . Any actions, undertakings or operation by other departments or personnel of Party A without Party A's express written authorization shall not bind upon Party A.

The contact person for Tencent purchase center is as follows, and any adjustment thereof is subject to Tencent's written notification:

Contact Person: Liu Jianjuan                      Email: elimyliu@tencent.com

Telephone: 0755-86013388-5693      Fax: 0755-86013021

## 6. Rights and Obligations of the Parties

### 6.1. Party A's Rights and Obligations

- 6.1.1. If Party A wants to change configurations relevant to CDN, it shall notify Party B in advance to ensure that the CDN services will not be cut off by accident.
- 6.1.2. Party A shall communicate with Party B regarding any changes to its servers, and Party B will assist Party A to prevent accidental cut-off of CDN services due to poor configurations.
- 6.1.3. Party A shall promptly make payment to Party B under this agreement.

### 6.2. Party B's Rights and Obligations

- 6.2.1. Party B shall provide the CDN Services to Party A, make configurations and online tests for Party A, and report to Party A about the functions that the configurations can achieve.
- 6.2.2. Party B shall make daily maintenance and supervision to the CDN nodes to ensure that Party A's servers will receive normal CDN services.
- 6.2.3. Party B shall provide 24\*7 technical services for Party A. Technical services mean daily maintenance, supervision of CDN nodes and prompt trouble shooting.

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- 6.2.4. During the period in which Party B provides CDN Services to Party A, Party B shall not be responsible for any cut-off of CDN Services due to any breakdown of Party A's servers.
- 6.2.5. Party B shall not be responsible for any temporary cut-off of CDN Services due to any tests of CDN nodes required by Party A, unless Party B is at fault.
- 6.2.6. Party B shall not be responsible for any cut-off of CDN Services due to tests with unreasonable configurations required by Party A, unless Party B is at fault.
- 6.2.7. Party B shall issue a written notification to Party A for its signature and confirmation on the date when the CDN Services is first provided. If there is any objection, Party A shall submit such objection to Party B in writing within two business days after signing and confirming the aforementioned notification.
- 6.2.8. Party B may charge relevant fees in accordance with this agreement.

## **7. Termination of the Agreement and Liability of Breach**

- 7.1. If any party does not perform its obligations in accordance with this agreement, the other party may terminate this agreement unconditionally, provided that such party shall notify the breaching party in writing 5 business days in advance. The non-breaching party is entitled to hold the breaching party liable for such breach, and all consequences resulting therefrom shall be borne by the breaching party.
- 7.2. If Party A delays to pay any fees under this agreement, Party B is entitled to charge liquidated damages of 0.05% per day, the highest of which shall not exceed 5% of the delayed payment. If Party B fails to provide CDN Services on the date agreed upon, Party A is entitled to charge liquidated damages of 0.05% per day.
- 7.3. If this agreement is terminated due to any party's failure to perform its obligations under the agreement, the breaching party agrees to compensate all losses resulting therefrom to the non-breaching party.
- 7.4. Party A is entitled to change part of the CDN acceleration services under this agreement within its effective term, provided that it shall issue a written notice to Party B one month in advance.
- 7.5. If Party A is overcharged due to Party B's change of fee calculation methods, Party B shall be subject to a penalty of twice of the overcharged part of the fees. Meanwhile, during the period when Party A is conducting the review and examination of fees calculation, Party A is entitled to suspend all fee payments.

## **8. Disclaimer Clause**

- 8.1. If Party B needs to suspend CDN Services temporarily when conducting configurations and maintenance of CDN nodes equipment, it shall negotiate with Party A three business days in advance and obtain Party A's consent, which suspension Party A recognizes as normal situation and for which Party B shall not be liable; for any cut-off of CDN Services due to breakdown of Party A's servers, tests of CDN equipment required by Party A, or tests with unreasonable configurations required by Party A, Party A recognizes them as normal situations and for which

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Party B shall not be liable; considering the special nature of computer and Internet, for events caused by hackers, viruses, technical adjustment by telecommunication authorities, Party A also recognizes that Party B shall not be liable; when Party B refers to this Clause 8, it has the obligation to actively prevent and eliminate the occurrence of any adverse effect, and whenever such effect has occurred, to ensure to reduce Party A's losses to the minimum. Party B shall not refer to this Clause 8 for any circumstance not provided hereabove.

8.2. This Clause 8 survives the termination of this agreement.

## **9. Dispute Resolution**

9.1. The Parties shall resolve any disputes resulting from the performance of or relating to this agreement through friendly negotiation.

9.2. If negotiation fails, the Parties agree to bring litigation at the court located at the address of Party A.

## **10. Force Majeure**

10.1. If any party encounter force majeure and cannot perform or delay to perform this agreement in whole or in part, such party shall inform the other party of the situation in writing within 5 days after the occurrence of the force majeure event, and shall provide the other party with evidence that such event causes the non-performance or delay in performance in whole or in part within 20 days after the occurrence of such event.

## **11. Confidentiality**

11.1. Within the term of this agreement and after its termination, each party shall bear confidentiality obligation with respect to the contents of this agreement, and the other party's trade secrets or other technology and operation information obtained by any means during the performance of this agreement, and shall not disclose or reveal to any other third parties, unless the current PRC laws and regulations provide otherwise or the other party consents in writing.

## **12. Notices**

12.1. Party A's mailing address and contact information: Floors 5 to 10, Fiyta Plaza, South District, Shenzhen Technology Park

Party A's authorized contact person: Liu Jianjuan Email: elimyliu@tencent.com

Telephone: 0755-86013388-5693 Fax: 0755-86013021

12.2. Party B's mailing address and contact information:

Party B's authorized contact person: Chen Zhizhen Email: zhizhen.chen@chinacache.com

Telephone: 0755-88251702 Fax: 0755-88251701

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- 12.3. Any notices or communication required or permitted by any party for the performance of this agreement and addressed to the mailing address and contact information determined as required or permitted by this agreement shall be deemed duly given upon actual receipt by the informed party, no matter by what means such notices or communication are transmitted.
- 12.4. The “actually receipt” in the above paragraph means the notices or communication s arriv ing at the legal address or domicile of the informed party, or the mailing address specified by the informed party.
- 12.5. If any party changes its mailing address or contact information, it shall notify the other party such updated mailing address and contact information in writing on the date of such changes, otherwise the changing party shall bear all consequences resulting therefrom.

**13. Interpretation of the Agreement, Applicable Laws, Conditions to Effectiveness and Others**

- 13.1. The execution, implementation, interpretation, performance and dispute resolution of this agreement are governed by the laws and regulations of the People’s Republic of China, the rules of the telecommunication authorities and the industry standards of the computer industry.
- 13.2. This agreement is executed in two copies, each party holding one copy, both of which are with the same legal effect. This agreement is executed by the authorized representatives of the parties in Shenzhen on [ ], 2009, and is effective upon being signed and stamped by both parties.

(The body of the agreement ends here.)

**Party A: Shenzhen Tencent Computer Systems Co., Ltd.**

**Party B: Beijing Blue I.T. Technologies Co., Ltd.**

Signature by authorized representative:

Signature by authorized representative:

/seal/

/seal/

/s/ Liu Jianyuan

/s/

Date: March 30, 2009

Date:

Bank name:

Bank name:

Account name:

Account name:

Account No.:

Account No.:

Address: Floors 5 to 10, Fiyta Plaza, South District, Shenzhen Technology Park

Address: Floor 6, Galaxy Plaza, No.10 Jiuxianqiao Middle Road, Chaoyang District, Beijing

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