UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

Information to be Included in Statements Filed Pursuant to Rule 13d-1(a) and Amendments Thereto Filed Pursuant to Rule 13d-2(a)

21VIANET GROUP, INC.

(Name of Issuer)

Class A Ordinary Shares, Par Value $0.00001

(Title of Class of Securities)

90138A103

(CUSIP Number)

Francis Ng
King Venture Holdings Limited
Kingsoft Tower No. 33
Xiaoying West Road
Haidian District, Beijing 100085
The People's Republic of China
Telephone: +(86) 10 82325515

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

July 22, 2015

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No.	90138A103

1.	Name of Reporting Person: King Venture Holdings Limited
2.	Check the Appropriate Box if a Member of a Group
	(a) o
	(b) x
3.	SEC Use Only
4.	Source of Funds OO
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e): o
6.	Citizenship or Place of Organization Cayman Islands

Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power 0
		8.	Shared Voting Power 57,337,393(1)
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 57,337,393
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 57,337,393(1)		
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares o		
13.	Percent of Class Represented by Amount in Row (11) 12.6% of the Class A Ordinary Shares(1), (2)		
14.	Type of Reporting Person CO		

(1) Representing 39,087,125 Class A Ordinary Shares and 18,250,268 Class B Ordinary Shares, assuming the conversion of all Class B Ordinary Shares beneficially owned by the Reporting Person into Class A Ordinary Shares.
(2) Represents approximately 20.29% of the voting power of the ordinary shares of the Issuer. Represents approximately 11.03% of the total ordinary shares of the Issuer assuming the conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares. Based on 456,110,142 Class A Ordinary Shares and 63,596,248 Class B Ordinary Shares outstanding as of June 30, 2015, as provided by the Issuer to the Reporting Persons.

CUSIP No.	90138A103

1.	Name of Reporting Person: Kingsoft Corporation Limited		
2.	Check the Appropriate Box if a Member of a Group		
	(a) o		
	(b) x		
3.	SEC Use Only		
4.	Source of Funds OO		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e): o		
6.	Citizenship or Place of Organization Cayman Islands		
Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power 0
		8.	Shared Voting Power 57,337,393(1)
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 57,337,393
11.	Aggregate Amount Beneficially Owned by Each Reporting Person		

	57,337,393(1)
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares o
13.	Percent of Class Represented by Amount in Row (11) 12.6% of the Class A Ordinary Shares(1), (2)
14.	Type of Reporting Person CO

(1) Representing 39,087,125 Class A Ordinary Shares and 18,250,268 Class B Ordinary Shares, assuming the conversion of all Class B Ordinary Shares beneficially owned by the Reporting Person into Class A Ordinary Shares.
(2) Represents approximately 20.29% of the voting power of the ordinary shares of the Issuer. Represents approximately 11.03% of the total ordinary shares of the Issuer assuming the conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares. Based on 456,110,142 Class A Ordinary Shares and 63,596,248 Class B Ordinary Shares outstanding as of June 30, 2015, as provided by the Issuer to the Reporting Persons.

Introductory Note

This amendment No. 2 ("Amendment No. 2") to Schedule 13D is jointly filed on behalf of King Venture Holdings Limited, a company incorporated under the laws of the Cayman Islands ("King Venture"), and Kingsoft Corporation Limited, a company incorporated under the laws of the Cayman Islands ("Kingsoft", together with King Venture, each a "Reporting Person" and collectively, the "Reporting Persons"), with respect to 21Vianet Group, Inc. (the "Issuer").

This Amendment No. 2 represents the second amendment to the initial statement on Schedule 13D jointly filed on behalf of the Reporting Persons with the United States Securities and Exchange Commission (the "SEC") on January 15, 2015 (the "Original Schedule 13D"), as amended and supplemented by amendment No.1 jointly filed on behalf of the Reporting Persons with the SEC on June 19, 2015 ("Amendment No.1" and the Original Schedule 13D are collectively, the "Schedule 13D"). Except as provided herein, this Amendment No. 2 does not modify any of the information previously reported on the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The Reporting Persons together with the other Consortium Members (as defined in Item 4 below) anticipate that, at the purchase price of US$23 per American depositary share ("ADS") of the Issuer proposed in connection with a preliminary non-binding proposal dated June 10, 2015 (the "Proposal") to the Issuer's board of directors on behalf of the Consortium Members (which price has not yet been approved by the Issuer's board of directors), approximately US$1.573 billion will be expended in acquiring all of the outstanding equity securities of the Issuer other than equity securities owned by the Consortium Members ("Publicly Held Shares"). This amount excludes (a) the estimated funds required to pay for the outstanding options to purchase ordinary shares of the Issuer, including the ordinary shares represented by ADSs (the "Ordinary Shares"); and (b) the estimated transaction costs associated with the purchase of the Publicly Held Shares. It is anticipated that the funding for the purchase of the Publicly Held Shares will be provided by a combination of equity capital contributed by the members of the Consortium, and third-party debt.

In addition, the Consortium Members have agreed that upon the consummation of the Proposed Transaction (as defined in Item 4 below), the surviving company following the consummation of the Proposed Transaction shall reimburse the Consortium Members for, or pay on behalf of the Consortium Members, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Proposed Transaction ("Consortium Transaction Expenses"), including (i) the reasonable out-of-pocket costs and expenses incurred in connection with any due diligence investigation conducted by the Consortium Members with respect to the Issuer, (ii) fees, expenses and disbursements payable to any advisor retained by the Consortium Members as contemplated by the Consortium Agreement, and (iii) reasonable out-of-pocket costs and expenses incurred in connection with obtaining all applicable governmental, statutory, regulatory or other approvals or licenses required for the consummation of the Proposed Transaction, and shall reimburse the Consortium Members for, or pay on behalf of the Consortium Members, as the case may be, reasonable fees, expenses and disbursements payable to any separate advisors retained by the Consortium Members pursuant to the Consortium Agreement. If the Proposed Transaction is not consummated (other than due to a breach or withdrawal by a Consortium Member), the Consortium Members agree to share the Consortium Transaction Expenses among the Consortium Members in proportion to their then respective committed equity interest in Holdco.

The information set forth in or incorporated by reference in Item 4 of the Schedule 13D is incorporated herein by reference in its entirety.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

On July 22, 2015, Kingsoft, Sheng Chen (the "Founder") and Tsinghua Unigroup International Co., Ltd. ("Unigroup", together with Kingsoft and the Founder, each a "Consortium Member" and collectively the "Consortium Members"), entered into a consortium agreement (the "Consortium Agreement"). During the period beginning on the date of the Consortium Agreement and ending on the date which is twelve (12) months after the date of the Consortium Agreement (unless otherwise extended or earlier terminated in accordance with the Consortium Agreement) (the "Exclusivity Period"), Consortium Members have agreed to work exclusively with each other for the purpose of acquiring the Issuer, in a going private transaction in which, among

other things, the Consortium, through a newly-formed direct or indirect wholly-owned subsidiary ("Holdco") and a newly-formed direct or indirect wholly-owned subsidiary of Holdco ("Merger Sub"), will acquire all of the Publicly Held Shares (the "Proposed Transaction").

Under the Consortium Agreement, the Consortium Members have agreed to capitalize Holdco with equity financing, to negotiate debt financing and the Consortium Members, to the extent owning any Ordinary Shares are expected to contribute the Ordinary Shares beneficially owned by them to Holdco. Prior to the execution of a merger agreement between Holdco, Merger Sub and the Issuer, the Consortium Members have also agreed to use reasonable best efforts to agree in good faith the terms of the memorandum and articles of association of Holdco, Merger Sub and other intermediate holding companies (if any) and negotiate in good faith and reach agreement on a terms sheet for the shareholders agreement of Holdco.

Under the Consortium Agreement, during the Exclusivity Period, the Consortium Members have agreed to cooperate with each other to implement the Proposed Transaction, including to (i) evaluate the Issuer and its business, (ii) conduct negotiations with the Issuer; (iii) prepare, negotiate and finalize the definitive transaction documentation in the form to be agreed by the Consortium Members; and (iv) vote, or cause to be voted, at every shareholder or stakeholder meeting (whether by written consent or otherwise) all of its Ordinary Shares (1) against any competing proposal for the acquisition of control of the Issuer and (2) in favor of the Proposed Transaction; *not* to (a) make a competing proposal for the acquisition of control of the Issuer; (b) to provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue a competing proposal for the acquisition of control of the Issuer; (c) finance or offer to finance any competing proposal for the acquisition of control of the Issuer, including by contribution of Ordinary Shares or other securities in the Issuer or provision of a voting agreement; (d) enter into any agreement, arrangement or understanding which is inconsistent with the provisions of the Consortium Agreement or the Proposed Transaction; (e) transfer or dispose of an interest in any Ordinary Shares or other securities in the Issuer ("Transfer"), except as expressly contemplated under any definitive transaction documentation; (f) enter into any contract, arrangement or understanding with respect to a Transfer or limitation on voting rights of any Ordinary Shares or other securities in the Issuer, or any right, title or interest thereto or therein; (g) deposit any Ordinary Shares or other securities in the Issuer into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Ordinary Shares or other securities in the Issuer; or (h) seek, solicit, initiate, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other person regarding the matters described in (a) to (g) above.

Reference to the Consortium Agreement in this Amendment No. 2 are qualified in their entirety by reference to the Consortium Agreement.

Except as indicated in the Schedule 13D and this Amendment No. 2, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Company, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The descriptions of the principal terms of the Consortium Agreement under Item 4 are incorporated herein by reference in their entirety.

To the best knowledge of the Reporting Persons, except as provided herein and in the Schedule 13D, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

Exhibit 7.07 Consortium Agreement dated July 22, 2015

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 29, 2015

KING VENTURE HOLDINGS LIMITED

By: /s/ Yuk Keung NG
Name: Yuk Keung NG
Title: Director

KINGSOFT CORPORATION LIMITED

By: /s/ Yuk Keung NG
Name: Yuk Keung NG
Title: Director

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT, dated as of July 22, 2015 (this "Agreement"), is made by and among Mr. Josh Sheng Chen ("Mr. Chen"), Kingsoft Corporation Limited, a company incorporated and existing under the laws of the Cayman Islands ("Kingsoft"), and Tsinghua Unigroup International Co., Ltd., a company incorporated and existing under the laws of the British Virgin Islands ("Unigroup"). Each of Kingsoft and Unigroup is referred to herein as an "Initial Sponsor" and, collectively, as the "Initial Sponsors". Each of Mr. Chen and the Initial Sponsors is referred to herein as a "Principal Consortium Member" and, collectively, as the "Principal Consortium Members". Each of the Principal Consortium Members and any Additional Sponsor (as defined below) admitted to the Consortium after the date hereof pursuant to the terms of this Agreement is referred to herein as a "Party", and collectively, the "Parties". Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in Section 10.1 hereof.

WHEREAS, the Parties propose to undertake an acquisition transaction (the "Transaction") with respect to 21Vianet Group, Inc., a company incorporated under the laws of the Cayman Islands (the "Company") and listed on the NASDAQ Global Select Market ("NASDAQ"), pursuant to which the Company would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act");

WHEREAS, (a) in connection with the Transaction, the Parties propose to form a new company ("Holdco") under the laws of the Cayman Islands, and to cause Holdco to form a direct or indirect, wholly-owned subsidiary ("Merger Sub"), and (b) at the closing of the Transaction (the "Closing"), the Parties intend that Merger Sub will be merged with and/or into the Company (the "Merger"), with either the Company or Merger Sub being the surviving company and becoming a direct or indirect, wholly-owned subsidiary of Holdco (the "Surviving Company");

WHEREAS, on June 10, 2015, Mr. Chen, Kingsoft and Unigroup jointly submitted a joint, non-binding proposal, attached hereto as Schedule A (the "Proposal"), to the board of directors of the Company (the "Company Board") in connection with the Transaction; and

WHEREAS, in accordance with the terms of this Agreement, the Principal Consortium Members will cooperate and participate in (a) the evaluation of the Company, including conducting due diligence of the Company and its business, (b) discussions regarding the Proposal with the Company, and (c) the negotiation of the terms of definitive documentation in connection with the Transaction (in which negotiations the Parties expect that the Company will be represented by a special committee of the Company Board comprised of independent and disinterested directors of the Company (the "Special Committee")), including an agreement and plan of merger among Holdco, Merger Sub and the Company in form and substance to be agreed by members of the Consortium (the "Merger Agreement"), which shall be subject to the approval of the shareholders of the Company.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Proposal; Holdco Ownership

1.1 Participation in Transaction. The Parties agree to participate in the Transaction on the terms set forth in this Agreement.

1.2 Proposal. On June 10, 2015, Mr. Chen, Kingsoft and Unigroup submitted the Proposal to the Company Board.

1.3 Holdco Ownership and Arrangements.

(a) Prior to the execution of the Merger Agreement, the Principal Consortium Members shall incorporate Holdco and the Parties shall (i) cause Holdco to incorporate Merger Sub and other intermediate holding companies as requested by the any banks providing financing to the Transaction (the "Financing Banks") (if any) and (ii) use reasonable best efforts to agree in good faith the terms of the memorandum and articles of association of Holdco, Merger Sub and other intermediate holding companies (if any) and the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company at the Closing. The Merger Agreement shall not be executed without the consent of each of the Principal Consortium Members.

(b) Prior to the execution of the Merger Agreement, subject to Section 9.5 of this Agreement, the Parties or their respective Affiliates shall negotiate in good faith and reach agreement on a term sheet for the shareholders agreement of Holdco (the "Post-Merger Shareholders Agreement"), which shareholders agreement will be entered into by the Parties or their respective Affiliates promptly after the Closing. The Parties agree that the Post-Merger Shareholders Agreement shall contain the terms set forth in Schedule B attached hereto.

(c) To finance a portion of the cash needed by Holdco for payment of the consideration in the Transaction, (i) each Party shall, to the extent Owning any Company Shares, enter into a roll-over agreement in connection with the execution of the Merger Agreement in customary form pursuant to which it will contribute at the Closing all Company Shares Owned by it to Holdco, and (ii) prior to the execution of the Merger Agreement, each of Mr. Chen and Unigroup shall deliver an equity commitment letter in customary form, pursuant to which (and subject to the terms and conditions thereof) it will fund, at the Closing, corresponding cash to Holdco (each Party's "Proposed Commitment Amount"), in each case in exchange for proportionate newly issued equity interests in Holdco, and the amount to be committed by Mr. Chen and Unigroup shall not be less than the amount as set forth opposite his/its name in Schedule C attached hereto. Unigroup shall (or, if consented in writing by Mr. Chen, shall cause its Affiliates to) provide guarantee or other credit support in connection with Mr. Chen's procurement of funds required to make his capital contribution to Holdco, the amount of which will be determined in a financing agreement reasonably satisfactory to Unigroup.

(d) The relative Ownership of Holdco by the Parties shall be based on their relative capital contributions to Holdco pursuant to Section 1.3(c) (with the Company Shares contributed by the Parties pursuant to Section 1.3(c)(i) being valued at the same per share consideration as provided in the Merger Agreement), except as otherwise agreed to by all of the Parties in writing.

(e) Each of the Principal Consortium Members shall have the right to nominate one or more additional sponsors to provide additional equity capital for the consummation of the Transaction, the admission of which to the Consortium shall be subject to the consent of each of the Principal Consortium Members (such additional sponsors, the "Additional Sponsors", and together with the Initial Sponsors, the "Sponsors"). Any Additional Sponsor admitted to the Consortium pursuant to this Section 1.3(e) shall execute an adherence agreement to this Agreement substantially in the form attached hereto as Schedule D (the "Adherence Agreement"). Upon the admission of any Additional Sponsor, Schedule C shall be updated to reflect the amount of cash committed by such Additional Sponsor. The Principal Consortium Members agree that upon the admission of any Additional Sponsor, the percentage shareholding in the Holdco by each Principal Consortium Member as set forth in Schedule B shall be proportionately reduced.

(f) For the avoidance of doubt, the Parties agree that the obligation of the Parties to contribute Company Shares and cash to Holdco shall be subject to the satisfaction or waiver of the various conditions to the obligations of Holdco and Merger Sub to be set forth in the Merger Agreement (and the satisfaction or waiver of the various conditions to be set forth in the roll-over agreement and equity commitment letters, as applicable). Each Party agrees that it will cause Holdco and Merger Sub not to waive any conditions under or agree to any amendment of the Merger Agreement without the prior written consent of each of the Principal Consortium Members. Each Party further agrees that it will cause Holdco and Merger Sub not to determine that any conditions under the Merger Agreement have been satisfied or to consummate the Merger without the prior written consent of each of the Principal Consortium Members, which consent shall not be unreasonably withheld, delayed or conditioned.

2. Participation in Transaction; Advisors; Approvals

2.1 Transaction Process.

(a) The Parties shall cooperate and proceed in good faith to negotiate and consummate the Transaction (including without limitation undertaking further due diligence on the Company and its business and negotiating the terms and conditions of the Merger Agreement and other definitive transaction documents in respect of the Transaction) with the Special Committee and the Financing Banks, and each of the Principal Consortium Members shall be entitled to participate in meetings and negotiations with the Special Committee, the Financing Banks and their respective advisors. In order to facilitate the foregoing and subject to the following sentence, the Parties agree that: (i) Mr. Chen, in consultation with the other Principal Consortium Members, shall be primarily responsible for negotiating with the Special Committee with respect to the Transaction; provided, that Mr. Chen shall (1) obtain the consent from the Initial Sponsors on any changes to the purchase price or any other material terms as decided among the Principal Consortium Members from time to time, (2) consult with the Initial Sponsors on the terms of all Transaction documentation, (3) share with the other Parties all drafts of the Transaction documentation, (4) inform the other Parties of the status of discussions and negotiations with the Special Committee and (5) include the Initial Sponsors in such negotiations if so requested; and (ii) Mr. Chen shall be responsible for the admission of any Additional Sponsor consented by each of the other Principal Consortium Members, and negotiating with any such Additional Sponsor. Each of the Principal Consortium Members shall work in a coordinated manner and keep the other Principal Consortium Members updated on status and progress as it carries out its allocated responsibilities.

(b) Each Party shall use its/his/her reasonable best efforts to execute a customary confidentiality agreement reasonably required by the Company in connection with gaining access to information with respect to the Company in connection with the Transaction.

2.2 Information Sharing. Each Party shall (a) comply with any information delivery or other requirements entered into by Holdco, a Party or an Affiliate of a Party, and shall not, and shall direct its Representatives not to, whether by their action or omission, breach such arrangements or obligations, (b) comply with any confidentiality agreements reasonably required by the Company, (c) share with all other Parties all information reasonably necessary to evaluate the Company, including technical, operational, legal, accounting and financial materials and relevant consulting reports and studies, (d) provide each other Party or Holdco with all information reasonably required concerning such Party or any other matter relating to such Party in connection with the Transaction and any other information a Party may reasonably require in respect of any other Party and its Affiliates for inclusion in the definitive documentation, (e) provide timely responses to reasonable requests by any other Party for information, (f) apply the level of resources and expertise that such Party reasonably considers to be necessary and appropriate to meet its obligations under this Agreement and (g) consult with each Principal Consortium Member and otherwise cooperate in good faith on any public statements regarding the Parties' intentions with respect to the Company, any issuance of which shall be subject to Section 6.1. The Parties also acknowledge that the Transaction may be considered a "going-private" transaction under Rule 13e-3 under the Exchange Act ("Rule 13e-3") and agree to provide all information necessary to satisfy the applicable disclosure requirements under Rule 13e-3. Unless otherwise agreed by each of the Principal Consortium Members, none of the Parties shall commission a report, opinion or appraisal (within the meaning of Item 1015 of Regulation M-A of the Exchange Act). Notwithstanding the foregoing, no Party is required to make available to the other Parties any of their internal investment committee materials or analyses or any information which it considers to be commercially sensitive information or which is otherwise held subject to an obligation of confidentiality. The Parties agree and acknowledge that Mr. Chen shall not provide any information in breach of any of his obligations or fiduciary duties to the Company under the applicable law.

2.3 Appointment of Advisors.

(a) The Principal Consortium Members shall agree on the scope and engagement terms of all joint Advisors to Holdco, the Consortium and/or the Parties in connection with the Transaction. Notwithstanding the foregoing, the Parties agree on appointing Wilson Sonsini Goodrich & Rosati ("WSGR") as counsel for U.S. and Hong Kong legal matters to the Consortium. Subject to Mr. Chen's admission and the consent of each of the other Principal Consortium Members, the Consortium may from time to time engage additional Advisors to represent the Consortium in connection with the Transaction. The Parties agree and acknowledge that because of the types of clients which Advisors advise and the type of engagements in which Advisors are involved, Advisors may be requested to act for other persons on other matters where the interests of the other persons may be adverse to the Parties or their respective Affiliates in this or other matters, and that to the extent permitted by law, the engagement of Advisors in connection with the Transaction will not preclude any Advisor from acting for other persons on matters that are not substantially related to this or such other engagements, even though the interests of such persons may be adverse to the Parties or their respective Affiliates in this matter or in other matters; provided, that such Advisor shall disclose relevant conflict of interest to the Parties.

(b) Except as otherwise provided in Section 2.3(a), if a Party requires separate representation in connection with specific issues arising out of the Transaction, such Party may retain other Advisors to advise it; provided, that such Party shall (i) provide prior notice to the other Parties of such retention and (ii) subject to Section 3.1 below, be solely responsible for the fees and expenses of such separate Advisors.

2.4 Approvals. Each Party shall use reasonable best efforts and provide all cooperation as may be reasonably requested by each other Party to obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required or, in the reasonable opinion of the Parties, desirable for the consummation of the Transaction.

3. Transaction Costs

3.1 Expenses and Fee Sharing.

(a) Upon consummation of the Transaction, the Surviving Company shall reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transaction ("Consortium Transaction Expenses"), including (i) the reasonable out-of-pocket costs and expenses incurred in connection with any due diligence investigation conducted by the Parties with respect to the Company, (ii) fees, expenses and disbursements payable to any Advisor retained by the Consortium as contemplated by Section 2.3(a), and (iii) reasonable out-of-pocket costs and expenses incurred in connection with obtaining all applicable governmental, statutory, regulatory or other approvals or licenses required for the consummation of the Transaction, and shall reimburse the Principal Consortium Members for, or pay on behalf of the Principal Consortium Members, as the case may be, reasonable fees, expenses and disbursements payable to any separate Advisors retained by the Principal Consortium Members pursuant to Section 2.3(b).

(b) If the Transaction is not consummated (and Section 3.1(c) or Section 3.1(d) do not apply), the Parties agree to share the Consortium Transaction Expenses among the Parties in proportion to their then respective committed equity interest in Holdco, as contemplated by Section 1.3.

(c) If the Transaction is not consummated due to the unilateral breach of this Agreement by one or more Parties, then the breaching Party or Parties shall reimburse any non-breaching Party for all out-of-pocket costs and expenses incurred by non-breaching Parties in connection with this Transaction, including the Consortium Transaction Expenses and any fees, expenses and disbursements payable to Advisors retained by the Parties pursuant to Section 2.3(b), without prejudice to any rights and remedies otherwise available to such non-breaching Party.

(d) If a Party withdraws prior to the consummation of the Transaction and the Transaction is consummated, then the withdrawing Party shall pay its pro rata portion of the Consortium Transaction Expenses incurred or accrued as of the date of its withdrawal, which shall be calculated in proportion to its then committed equity interest in Holdco, as contemplated by Section 1.3.

(e) The Parties shall be entitled to receive any termination, break-up or other fees or amounts payable to Holdco or Merger Sub by the Company pursuant to the Merger Agreement, to be allocated pro rata among the Parties in proportion to their committed equity interests in Holdco, net of the Consortium Transaction Expenses.

4. Exclusivity and Voting

4.1 Exclusivity Period. During the period beginning on the date hereof and ending on the earlier of (i) the date which is twelve (12) months after the date of this Agreement, which may be extended as agreed by all Principal Consortium Members in writing, and (ii) the termination of this Agreement pursuant to Section 5.3 (the "Exclusivity Period"), each Party agrees that it shall (and shall cause its Affiliates to):

(a) work exclusively with the Principal Consortium Members to implement the Transaction, including to (i) evaluate the Company and its business, (ii) conduct negotiations with the Company; (iii) prepare, negotiate and finalize the definitive Transaction documentation in the form to be agreed by the Parties; and (iv) vote, or cause to be voted, at every shareholder or stakeholder meeting (whether by written consent or otherwise) all of its Company Shares (1) against any Alternative Transaction or matter that would facilitate an Alternative Transaction and (2) in favor of the Transaction;

(b) not, and shall not permit its Affiliates, or any of its or its Affiliates' Representatives, directly or indirectly, to (i) propose an Alternative Transaction, or seek, solicit, initiate, induce, facilitate or encourage (including by way of furnishing any non-public information concerning the Company) inquiries or proposals concerning, or participate in any discussions, negotiations, communications or other activities with any person (other than the other Parties) concerning, or enter into or agree to an Alternative Transaction; (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue an Alternative Transaction; (iii) finance or offer to finance any Alternative Transaction, including by offering any equity or debt finance, or contribution of Company Shares or other securities in the Company or provision of a voting agreement, in support of any Alternative Transaction; (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything which is inconsistent with the provisions of this Agreement or the Transaction as contemplated by this Agreement; (v) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any Company Shares or other securities in the Company ("Transfer"), in each case, except as expressly contemplated under the definitive Transaction documentation; (vi) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any Company Shares or other securities in the Company, or any right, title or interest thereto or therein; (vii) deposit any Company Shares or other securities in the Company into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Company Shares or other securities in the Company; or (viii) seek, solicit, initiate, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other person regarding the matters described in Section 4.1(b)(i) to Section 4.1(b)(vii);

(c) immediately cease and terminate, and cause to be ceased and terminated, any discussions, negotiations, communications or other activities with any parties that may be ongoing with respect to any Alternative Transaction; and

(d) promptly notify the Principal Consortium Members if it or, to its knowledge, any of its Affiliates or any of its or its Affiliates' Representatives receives any approach or communication with respect to any Alternative Transaction, including the other persons involved and the nature and content of the approach or communication, and provide the Principal Consortium Members with copies of any written communication.

Notwithstanding the foregoing provisions of this Section 4.1, to the extent the Company specifically requests that Mr. Chen cooperate in respect of a bona fide written Alternative Transaction that was not made, sought, initiated, solicited, encouraged, induced, facilitate or joined by Mr. Chen, and Mr. Chen determines (solely in his capacity as the chairman of the Company Board or a member of the Company Board, and not in his capacity as a shareholder) that, based on the written advice of Cayman Islands counsel to the Consortium, that Mr. Chen is obligated in such capacity to cooperate with the Company in order to comply with his fiduciary duties under Cayman Islands law, Mr. Chen may provide such cooperation but only to the extent required to comply with such fiduciary duties in such capacity. In no event shall this clause be used by Mr. Chen as a means to (i) circumvent the exclusivity provisions under this Section 4.1 or (ii) enter into any agreement, understanding or arrangement with any party with respect to an Alternative Transaction during the Exclusivity Period.

5. Termination

5.1 Right to Withdraw. Prior to the execution of the Merger Agreement, (a) if an Initial Sponsor wishes to withdraw from the Transaction for any reason and Mr. Chen has consented to such withdrawal, then such Initial Sponsor may cease its participation in the Transaction by providing a written notice to the other Principal Consortium Members, and (b) if, prior to the execution of the Merger Agreement, the Principal Consortium Members agree that the Parties are unable to agree, after good faith endeavors, either (x) as among the Parties on the material terms of the Transaction or (y) with the Special Committee on the material terms of the Transaction, then any Party may cease its participation in the Transaction by providing a written notice to the Principal Consortium Members, and in each case this Agreement shall terminate with respect to such withdrawing Initial Sponsor or Party, as applicable, following which the provisions of Section 5.5(a) will apply.

5.2 Upon Expiration of Exclusivity Period. Subject to Section 5.5(b), this Agreement shall terminate without any further action on the part of any Party upon the expiration (including any extensions thereof) of the Exclusivity Period unless Holdco and the Company have entered into the Merger Agreement prior to such expiration.

5.3 Other Termination Events. Subject to Section 5.5(b), this Agreement shall terminate with respect to all Parties upon a written agreement among the Parties to terminate this Agreement.

5.4 After Execution of Merger Agreement. Subject to Section 5.5(b), after the execution of the Merger Agreement, this Agreement shall terminate without any further action on the part of any Party, upon the earlier of (a) the date the Transaction is consummated and (b) the date that the Merger Agreement is validly terminated in accordance with its terms.

5.5 Effect of Termination.

(a) Upon termination of this Agreement with respect to a Party pursuant to Section 5.1, Sections 3, 4, 5, 6.2, 7 and 9 shall continue to bind such Party and such Party shall be liable under Section 3 for its pro rata portion of any costs and expenses incurred by the Parties prior to the termination of this Agreement with respect to such Party, unless there was a breach of this Agreement by such Party prior to the termination, in which case Section 3.1(c) shall apply.

(b) Upon termination of this Agreement pursuant to Section 5.2, 5.3 or Section 5.4, Sections 3, 5, 6.2, 7 and 9 shall continue to bind the Parties and each of the Parties shall be liable under Section 3 for its portion of any costs and expenses incurred by the Parties prior to the termination of this Agreement, unless there was a breach of this Agreement by such Party prior to the termination, in which case Section 3.1(c) shall apply.

(c) Other than as set forth in Section 5.5(a) and Section 5.5(b) or in respect of a breach of this Agreement by any Party prior to the termination of this Agreement with respect to such Party, the Parties shall not otherwise be liable to each other in relation to this Agreement after termination.

6. Announcements and Confidentiality

6.1 Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party either to the Company (including the Company Board) or to the public without the prior written consent of each of the Principal Consortium Members, which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements are required by laws, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after the form and terms of such disclosure have been notified to the Principal Consortium Members and the Principal Consortium Members have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable. Any announcement to be made by the Parties or their Affiliates (including Holdco) in connection with the Transaction shall be jointly coordinated and agreed by the Principal Consortium Members.

6.2 Confidentiality.

(a) Each Party agrees to keep confidential and to use only for the purpose of evaluating, pursuing and implementing the Transaction all information that the Company, another Party or any of its Affiliates or their respective Representatives (each, a "Disclosing Party") furnishes or otherwise makes available to a Party (the "Receiving Party") and its Affiliates and their respective Representatives, including any technical, scientific, trade secret or other proprietary information of the Company or the Disclosing Party with which the Receiving Party or any of its Affiliates or their respective Representatives may come into contact in the course of its investigation, and whether oral, written or electronic (collectively, the "Evaluation Material"). Notwithstanding the foregoing, the term "Evaluation Material" does not include information that (A) was available to the Receiving Party or any of its Affiliates or their respective Representatives without a duty of confidentiality to the applicable Disclosing Party prior to the disclosure by such Disclosing Party, (B) is or becomes available to a Receiving Party or any of its Affiliates or their respective Representatives on a non-confidential basis from a source other than the applicable Disclosing Party, provided that such other source is not known by the Receiving Party to be bound by a confidentiality obligation to the applicable Disclosing Party or is otherwise prohibited from disclosing the information to the Receiving Party, (C) is or becomes generally available to the public (other than as a result of a breach by the Receiving Party or any of its Affiliates or their respective Representatives of this Agreement) or (D) is independently developed by the Receiving Party or any of its Affiliates or their respective Representatives without use of any Evaluation Material.

(b) Each Party agrees that neither it nor any of its Affiliates or their respective Representatives will, without the prior written consent of the other Parties, directly or indirectly, disclose to any other person (excluding any of its Affiliates and its and its Affiliates' Representatives), (i) the fact that discussions or negotiations may take place, are taking place or have taken place concerning a Transaction or any of the terms or other facts relating thereto, including the status thereof, but not including any Evaluation Material, (ii) the existence or the terms of this Agreement or (iii) that it or its Affiliates or their respective Representatives have received or produced any Evaluation Material (items (i), (ii) and (iii), collectively, "Transaction Information"); provided, however, that each Party may disclose Transaction Information to the extent (x) required by, and pursuant to, Section 6.3(b), or (y) it has received the written opinion of its outside counsel that it is required to make such disclosure in order to avoid violating the U.S. federal securities laws, and, in the case of clauses (x) or (y), the requirement to make such disclosure does not arise from its breach of this Agreement; and, provided, further, that in the case of clause (y), to the extent legally permissible and reasonably practicable the Party will notify the other Parties prior to making any such disclosure by providing the other Parties with the text of the intended disclosure at least 24 hours prior to making the disclosure, and will seek to narrow the intended disclosure to the extent the other Parties reasonably so request.

(c) Subject to Section 6.2(d), upon the request of the Company or any of the Principal Consortium Members, each Party shall (and shall cause its Affiliates and its and its Affiliates' Representatives to), at its election, promptly deliver to the Company or destroy all copies of the Evaluation Material, including that which is contained in any notes or other materials prepared by such Party or any of its Affiliates or their respective Representatives, without retaining any copy thereof, including, to the extent practicable, expunging all such Evaluation Material from any computer, word processor or other device containing such information. If requested by the Company or any of the Principal Consortium Members, an appropriate officer of the Party will certify to the Company or the applicable Principal Consortium Member that all such material has been so delivered or destroyed. Notwithstanding the foregoing, (i) each Party's legal department and/or outside counsel may keep one copy of the Evaluation Material (in electronic or paper form) and each Party's Affiliates and their respective Representatives may keep one copy of the Evaluation Material as required by bona fide policies and procedures implemented by such Affiliates or Representatives in order to comply with applicable law, regulation, professional standards or reasonable business practice and (ii) each Party and its Affiliates and their respective Representatives may retain Evaluation Material to the extent it is "backed-up" on the Party's or its Affiliates' or their respective Representatives' (as the case may be) electronic information management and communications systems or servers, is not available to an end user and cannot be expunged without considerable effort. Any and all duties and obligations existing under this Agreement shall remain in full force and effect for the term set forth in Section 6.2(d), notwithstanding the delivery or destruction of the Evaluation Material required by this Section 6.2(c). The Party also agrees to notify the Company promptly upon its determination to cease to consider a Transaction.

(d) Each Party acknowledges that, in relation to any Evaluation Material or Transaction Information received from a Disclosing Party, the obligations contained in this Section 6.2 shall continue to apply for a period of 12 months following termination of this Agreement pursuant to Section 5.1, Section 5.2 or Section 5.3, unless otherwise agreed in writing.

6.3 Permitted Disclosures.

(a) A Party may disclose Transaction Information or Evaluation Material to its Affiliates or its or its Affiliates' Representatives for the purpose of assisting the Party in its evaluation, pursuit and implementation of a Transaction so long as the Party causes its Affiliates or its or its Affiliates' Representatives to treat the Transaction Information or Evaluation Material in a confidential manner and as provided in this Section 6.3.

(b) In the event that a Party or any of its Representatives or Affiliates are required to disclose any Transaction Information or Evaluation Material by law or in connection with a judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) or pursuant to a formal request from a regulatory examiner or a stock exchange, to such regulatory examiner or stock exchange, it will provide the other Parties with prompt and, to the extent legally permissible and reasonably practicable, prior notice of such requirement(s). Each Party also agrees, to the extent legally permissible and reasonably practicable, to provide the other Parties, in advance of any such disclosure, with a list of any Transaction Information or Evaluation Material it intends to disclose (and, if applicable, the text of the disclosure language itself) and to reasonably cooperate with the other Parties to the extent the other Parties may seek to limit such disclosure, including, if requested, taking all reasonable steps, at the sole expense of the Party seeking to limit such disclosure, to resist or avoid any such judicial or administrative proceedings referred to above. If and to the extent, in the absence of a protective order or the receipt of a waiver from the other Parties after a request in writing therefor is made by the Party (such request to be made as soon as practicable to allow the other Parties a reasonable amount of time to respond thereto), the disclosing Party or its Representatives or its respective Affiliates are legally required to disclose Transaction Information or Evaluation Material to any tribunal or regulatory examiner to avoid censure or penalty, the disclosing Party will limit such disclosure to that which is legally required and will use reasonable efforts to obtain assurances that confidential treatment will be accorded to any Transaction Information or Evaluation Material that the disclosing Party is so required to disclose, and thereafter it may disclose such information without liability hereunder.

7. Notices

7.1 Any notice, request, instruction or other document to be given hereunder by any Party to the others shall be in writing and delivered personally or sent by facsimile, overnight courier or e-mail to the contact details set forth below and shall be copied to the additional contact as set forth below as well or to such other persons or addresses as may be designated in writing by the Party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving Party upon actual receipt, if delivered personally; upon confirmation or proof of successful transmission if sent by facsimile or e-mail (provided that if given by facsimile or e-mail, such notice, request, instruction or other document shall be followed up within one Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with an overnight courier, if sent by an overnight courier.

If to Mr. Chen:

Address: M5, 1 Jiuxianqiao East Road
Chaoyang District
Beijing 100016
China
Facsimile: +86 10 8456 4234
E-mail: josh.chen@21vianet.com

with a copy to (which alone shall not constitute notice):

Wilson Sonsini Goodrich & Rosati, P.C.
Address: Suite 1509, 15F
Jardine House
1 Connaught Place, Central
Hong Kong
Attention: Weiheng Chen
Facsimile: +852 3972 4999
E-mail: wchen@wsgr.com

If to Kingsoft:

Kingsoft Tower, No 33 West Xiaoying Road
Haidian District, Beijing
The People's Republic of China
Attention: ZHANG Hongjiang / Francis Ng
Facsimile: +86 10 8232 5655
Email: hongjiangz@kingsoft.com/ Francis.NG@kingsoft.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central
Hong Kong
Attention: Z. Julie Gao
Facsimile: +852.3910.4850
Email: julie.gao@skadden.com

If to Unigroup:

Address: Floor 6, Ziguang Building, Tsinghua Science Park
Haidian District, Beijing
The People's Republic of China
Attention: ZHOU Yang
Facsimile: +86 10 8215 9228
E-mail: zhouyang@unigroup.com.cn

8. Representations and Warranties

8.1 Representations and Warranties. Each Party hereby represents and warrants, on behalf of such Party only, to the other Parties that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such Party enforceable against it in accordance with the terms hereof; (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such Party is a party or by which such Party is bound, or any office such Party holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party or any of its properties and assets or (iii) result in the creation of, or impose any obligation on such Party to create, any lien, charge or other encumbrance of any nature whatsoever upon such Party's properties or assets; and (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such Party.

8.2 Company Shares. As of the date of this Agreement, (i) each Party (A) Owns the number of outstanding Company Shares set forth under the heading "Company Shares" next to its names on Schedule E hereto, and (B) Owns the other Securities set forth under the heading "Other Securities" next to their names on Schedule E hereto, in each case free and clear of any encumbrances or restrictions; (ii) such Party has the sole right to control the voting and

disposition of the Company Shares (if any) and any other Securities (if any) Owned by such Party; and (iii) such Party does not Own, directly or indirectly, any Company Shares or other Securities other than as set forth on Schedule E hereto.

8.3 Reliance. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Section 8.1 and Section 8.2 and have been induced by them to enter into this Agreement.

9. Miscellaneous

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

9.2 Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

9.4 Amendments; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.5 Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of any Party shall not be assigned without the prior consent of each of the Principal Consortium Members; provided that each of the Parties may assign its rights and obligations under this Agreement in whole or in part (including, for the avoidance of doubt, a syndication of part of its equity commitment) to any of its Affiliates so long as such Party shall guarantee and be jointly liable for the performance by its Affiliate of all obligations so assigned. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

9.6 No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venture of the other Party.

9.7 Language and Counterparts. This Agreement is written in both English and Chinese, and may be executed in counterparts and all counterparts taken together shall constitute one document. In the event of conflict between the English version and the Chinese version of this Agreement, the Parties and the arbitrators (if applicable) shall determine which version more accurately records the Parties' intentions with regard to the specific word, sentence, article or passage in question.

9.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

9.9 Dispute Resolution. Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 9.9. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal (the "Tribunal") shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The Tribunal shall have no authority to award punitive or other punitive-type damages. The award of the Tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

9.10 Specific Performance. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

9.11 Limitation on Liability. The obligation of each Party under this Agreement is several (and not joint or joint and several).

10. Definitions and Interpretations

10.1 Definitions. In this Agreement, unless the context requires otherwise:

"ADSs" means the Company's American Depository Shares, each representing six Class A Ordinary Shares.

"Advisors" means any advisors or consultants of the Consortium, Holdco, Merger Sub or a Party, in each case appointed in connection with the Transaction.

"Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the Exchange Act; including, for the avoidance of doubt, any affiliated investment funds of such Party or any investment vehicles of such Party or such funds; provided, however, that with respect only to Parties that are a private equity, sovereign or other funds in the business of making investments in portfolio companies managed independently, no portfolio company of any such Party (including portfolio company of any affiliated investment fund or investment vehicle of such Party) shall be deemed to be an Affiliate of such Party.

"Alternative Transaction" means any inquiry, proposal or offer from any person (other than the Consortium) relating to (i) any direct or indirect acquisition or purchase of any capital stock or other equity interest in, or any of the businesses of, the Company, or a merger, consolidation or other business combination transaction involving the Company or (ii) a transfer, sale or lease of any of the assets of the Company or any of its Subsidiaries that are used or have been used by the Company or any of its Subsidiaries in the conduct of their respective businesses.

"Business Day" means any day (other than a Saturday or a Sunday) on which banks generally are open in Hong Kong, in New York City, New York, and in the People's Republic of China, for the transaction of normal banking business.

"Class A Ordinary Shares" means the issued and outstanding Class A ordinary shares, par value US$0.00001 per share, of the Company.

"Class B Ordinary Shares" means the issued and outstanding Class B ordinary shares, par value US$0.00001 per share, of the Company.

"Company Shares" means the Class A Ordinary Shares and the Class B Ordinary Shares, collectively, including the shares represented by the ADSs.

"Consortium" means the consortium formed by the Parties and any Additional Sponsor to undertake the Transaction.

"Control" shall have the meaning ascribed to such terms in Rule 12b-2 under the Exchange Act.

"Own" or "Ownership" means, with respect to a person and security, the person (x) is the record holder of such security or (y) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

"Representative" of a Party means that Party's officers, directors, employees, accountants, counsel, financial advisors, consultants, other advisors, commercial bankers, lending institutions, general partners, limited partners, and other potential debt and equity financing sources. The Representatives shall include the Advisors.

"Securities" means shares, warrants, options and any other securities which are convertible into or exercisable for shares of the Company including Company Shares and the ADSs.

10.2 Headings. Section and paragraph headings are inserted for ease of reference only and shall not affect construction.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

JOSH SHENG CHEN

/s/ Josh Sheng Chen

KINGSOFT CORPORATION LIMITED

By: /s/ Hongjiang ZHANG
Name: Hongjiang ZHANG
Title: CEO and Executive Director

TSINGHUA UNIGROUP INTERNATIONAL CO., LTD.

By: /s/ Weiguo Zhao
Name: Weiguo Zhao
Title:

SCHEDULE A

June 10 Non-binding Proposal to Acquire 21Vianet Group, Inc.

SCHEDULE B

KEY TERMS OF THE POST-MERGER SHAREHOLDERS AGREEMENT

Shareholders

Assuming there is no Additional Sponsor, the holders of equity interests in the Holdco shall include the following pricipal shareholders:

- Josh Sheng Chen and/or his Controlled Affiliate who will collectively hold no less than 40% of the total outstanding equity interests of Holdco
- Kingsoft Corporation Limited and/or its Controlled Affiliate who will hold approximately 11.03% of the total outstanding equity interests of Holdco
- Tsinghua Unigroup International Co., Ltd. who will hold 40% of the total outstanding equity interests of Holdco

SCHEDULE C

Proposed Commitment Amount by Each Party

Party	Commitment (US$)
Josh Sheng Chen	No less than 710,000,000
Tsinghua Unigroup International Co., Ltd.	No less than 863,000,000

SCHEDULE D

ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT, dated as of ·, 2015 (this "Agreement"), is made by ·, a · company organized and existing under the laws of • with its registered address at · (the "Additional Sponsor").

WHEREAS, on July 22, 2015, the parties listed at ANNEX A (the "Existing Parties") entered into a consortium agreement (the "Consortium Agreement") and proposed to undertake an acquisition transaction (the "Transaction") with respect to 21Vianet Group, Inc., a company incorporated under the laws of the Cayman Islands (the "Company") and listed on the NASDAQ Global Select Market ("NASDAQ"), pursuant to which the Company would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act").

WHEREAS, additional sponsors may be admitted to the Consortium pursuant to Section 1.3(e) of the Consortium Agreement.

WHEREAS, the Additional Sponsor now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

THIS AGREEMENT WITNESSES as follows:

1. Defined Terms and Construction

1.1 Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

1.2 This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

2. Undertakings

2.1 Assumption of Obligations. The Additional Sponsor undertakes to each other Party that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Parties agree that where there is a reference to a "Party" there it shall be deemed to include a reference to the Additional Sponsor and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the Additional Sponsor as if the Additional Sponsor had been a Party under the Consortium Agreement at the date of execution thereof. The Proposed Commitment Amount with respect to the Additional Sponsor is set forth in Schedule A hereto.

3. Representations and Warranties

3.1 Representations and Warranties. The Additional Sponsor hereby represents and warrants, on behalf of such Party only, to the other Parties that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such Party enforceable against it in accordance with the terms hereof; (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such Party is a party or by which such Party is bound, or any office such Party holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party or any of its properties and assets or (iii) result in the creation of, or impose any obligation on such Party to create, any lien, charge or other encumbrance of any nature whatsoever upon such Party's properties or assets; and (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such Party.

3.2 Company Shares. As of the date of this Agreement, (i) the Additional Sponsor (A) Owns the number of outstanding Company Shares set forth under the heading "Company Shares" next to its names on Schedule B hereto and (B) Owns the other Securities set forth under the heading "Other Securities" next to their names on Schedule B hereto, in each case free and clear of any encumbrances or restrictions; (ii) such Party has the sole right to control the voting and disposition of the Company Shares (if any) and any other Securities (if any) Owned by such Party and (iii) such Party does not Own, directly or indirectly, any Company Shares or other Securities other than as set forth on Schedule B hereto.

3.3 Reliance. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Section 3.1 and Section 3.2 and have been induced by them to enter into this Agreement.

4. Notice

4.1 Any notice, request, instruction or other document to be given hereunder by any Party to the others shall be in writing and delivered personally or sent by facsimile, overnight courier or e-mail to the contact details set forth on the signature pages and shall be copied to the additional contact as set forth thereon as well or to such other persons or addresses as may be designated in writing by the Party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving Party upon actual receipt, if delivered personally; upon confirmation or proof of successful transmission if sent by facsimile or e-mail (provided that if given by facsimile or e-mail, such notice, request, instruction or other document shall be followed up within one Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with an overnight courier, if sent by an overnight courier.

5. Governing Law

5.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

6. Dispute Resolution

6.1 Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal (the "Tribunal") shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The Tribunal shall have no authority to award punitive or other punitive-type damages. The award of the Tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the

enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

7. Language and Counterparts

7.1 This Agreement is written in both English and Chinese, and may be executed in counterparts and all counterparts taken together shall constitute one document. In the event of conflict between the English version and the Chinese version of this Agreement, the Parties and the arbitrators (if applicable) shall determine which version more accurately records the Parties' intentions with regard to the specific word, sentence, article or passage in question.

8. Specific Performance

8.1 Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Additional Sponsor has caused this Agreement to be executed and delivered as of the date first written above.

[ADDITIONAL SPONSOR]

By: _____
Name:
Title:

Notice details:

Address:
Attention:
Fascimile:
E-mail:

ANNEX A

Existing Parties to Consortium Agreement

Josh Sheng Chen
Kingsoft Corporation Limited
Tsinghua Unigroup International Co., Ltd.

SCHEDULE A

Proposed Commitment Amount

Party	Commitment (US$)
[Name of Additional Sponsor]	[·]

SCHEDULE B

Ownership of Company Shares and Securities

Party	Company Shares		Other Securities
	Ordinary Shares	ADSs	
[Name of Additional Sponsor]	.	.	.

SCHEDULE E

Parties' Ownership of Company Shares and Securities

Party	Company Shares		Other Securities
	Class A Ordinary Shares	Class B Ordinary Shares	
Josh Sheng Chen[1]	6,700,004	32,627,478	570,822 Restricted Share Units
Kingsoft Corporation Limited[2]	39,087,125	18,250,268	0
Tsinghua Unigroup International Co., Ltd.	0	0	0

(1) Consists of (i) 19,670,117 Class B ordinary shares held by Fast Horse Technology Limited, a British Virgin Islands company solely owned by Mr. Chen, (ii) 12,187,875 Class B ordinary shares and 6,700,000 Class A ordinary shares held by Sunrise Corporate Holding Ltd., a British Virgin Islands company solely owned by Mr. Chen, (iii) 769,486 Class B ordinary shares and 4 Class A ordinary shares held by Personal Group Limited, a British Virgin Islands company solely owned by Mr. Chen, and (iv) 570,822 Class A ordinary shares upon vesting of Mr. Chen's restricted share units.

(2) Consists of 39,087,125 Class A ordinary shares and 18,250,268 Class B ordinary shares held by King Venture Holdings Limited.