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

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**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 4)\*

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**Gridsum Holding Inc.**

(Name of Issuer)

Class B Ordinary Shares, par value \$0.001 per share  
(Title of Class of Securities)

398132100  
(CUSIP Number)

Guosheng Qi  
Generation Gospel Limited  
Fairy Spirit Limited  
c/o South Wing, High Technology Building  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China  
Telephone: (86-10) 8261-9988

Guofa Yu  
Garden Enterprises Ltd.  
c/o South Wing, High Technology Building  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China  
Telephone: (86-10) 8261-9988

*With copies to:*

Stephanie Tang, Esq.  
Hogan Lovells  
11th Floor, One Pacific Place  
88 Queensway, Hong Kong  
(852) 2840 5026

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

September 30, 2020

(Date of Event which Requires Filing of this Statement)

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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.

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**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.

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\* 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).

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1	NAMES OF REPORTING PERSONS.  Guosheng Qi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  People's Republic of China	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER  9,414,832 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  9,414,832 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  9,414,832 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  26.9% (2) (representing 66.3% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

- (1) Consists of (i) 4,543,461 Class A ordinary shares, par value \$0.001 per share (the "Class A Ordinary Shares") held by Generation Gospel Limited, (ii) 46,875 Class B ordinary shares, par value \$0.001 per share (the "Class B Ordinary Shares", and together with Class A Ordinary Shares, the "Ordinary Shares") directly held by Mr. Qi, (iii) 1,230,130 Class B Ordinary Shares directly held by Generation Gospel Limited, (iv) 3,563,501 Class B Ordinary Shares held by Fairy Spirit Limited, and (v) 30,865 Class B Ordinary Shares that Generation Gospel Limited is entitled to acquire upon vesting of restricted share units held by it under the Issuer's Equity Incentive Plan (the "Equity Incentive Plan").
- (2) Based on 35,012,768 Ordinary Shares outstanding as of September 30, 2020, as provided by the Issuer on September 30, 2020, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS.  Generation Gospel Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER  5,804,456 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  5,804,456 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,804,456 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  16.6% (2) (representing 61.5% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

- (1) Consists of (i) 4,543,461 Class A Ordinary Shares, (ii) 1,230,130 Class B Ordinary Shares, and (iii) 30,865 Class B Ordinary Shares that Generation Gospel Limited is entitled to acquire upon vesting of restricted share units held by it under the Equity Incentive Plan. Generation Gospel Limited is wholly owned and controlled by Mr. Guosheng Qi, its sole director.
- (2) Based on 35,012,768 Ordinary Shares outstanding as of September 30, 2020, as provided by the Issuer on September 30, 2020, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS.  Fairy Spirit Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER  3,563,501 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  3,563,501 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,563,501 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.2%(2) (representing 4.7% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

- (1) Consists of 3,563,501 Class B Ordinary Shares held by Fairy Spirit Limited. Fairy Spirit Limited is controlled by Mr. Guosheng Qi, its sole director.
- (2) Based on 35,012,768 Ordinary Shares outstanding as of September 30, 2020, as provided by the Issuer on September 30, 2020, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS.  Guofa Yu	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  People's Republic of China	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER  1,393,038 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  1,393,038 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,393,038 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.0% (2) (representing 1.8% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

- (1) Consists of 1,393,038 Class B Ordinary Shares held by Garden Enterprises Ltd.
- (2) Based on 35,012,768 Ordinary Shares outstanding as of September 30, 2020, as provided by the Issuer on September 30, 2020, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS.  Garden Enterprises Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER  1,393,038 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  1,393,038 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,393,038 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.0% (2) (representing 1.8% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

- (1) Consists of 1,393,038 Class B Ordinary Shares held by Garden Enterprises Ltd. Garden Enterprises Ltd. is wholly owned and controlled by Mr. Guofa Yu, its sole director.
- (2) Based on 35,012,768 Ordinary Shares outstanding as of September 30, 2020, as provided by the Issuer on September 30, 2020, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

**Item 1. Security and Issuer.**

This Amendment No. 4 (this "Statement") amends the Schedule 13D jointly filed by Guosheng Qi ("Mr. Qi"), Generation Gospel Limited ("Generation Gospel"), Fairy Spirit Limited ("Fairy Spirit"), Guofa Yu ("Mr. Yu") and Garden Enterprises Ltd. ("Garden Enterprises") with the SEC on July 25, 2019 (the "Original 13D"), relating to Class B Ordinary Shares of the Issuer, as previously amended by Amendment No. 1 filed with the SEC on November 15, 2019 ("Amendment No. 1"), Amendment No.2 filed with the SEC on May 4, 2020 ("Amendment No. 2") and Amendment No. 3 filed with the SEC on May 15, 2020 ("Amendment No. 3"). Unless otherwise stated herein, the Original 13D, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, remains in full force and effect. Terms used therein and not defined herein have the meanings ascribed thereto in the Original 13D.

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 is hereby amended and supplemented as follows:

Pursuant to an agreement and plan of merger, dated as of September 30, 2020 (the "Merger Agreement"), by and among the Issuer, Gridsum Corporation, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), and Gridsum Growth Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), subject to the terms and conditions thereof, Merger Sub will merge with and into the Issuer (the "Merger"), with the Issuer continuing as the surviving company and becoming a wholly-owned subsidiary of Parent. The consideration and descriptions of the Merger and of the Merger Agreement set forth in Item 4 below are incorporated by reference in their entirety into this Item 3. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 99.8, and is incorporated herein by reference in its entirety.

The transactions contemplated under the Merger Agreement will be funded through a combination of (i) rollover equity and (ii) cash contribution contemplated by equity commitment letter, dated as of September 30, 2020 (the "Equity Commitment Letter"), by and between Parent, Gridsum Group Limited, a private company with limited liability incorporated under the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the sole shareholder of Parent ("Holdco"), and Kang Bo Si Nan (Beijing) Technology Co., Ltd. (康博司南(北京)科技有限公司) (the "Sponsor"), a company formed by the consortium members including Mr. Qi and his affiliated entities, an affiliated entity of Hangzhou Yutao, and the Innovation Fund (the "Consortium") and the sole shareholder of Holdco. Under the terms and subject to the conditions of the Equity Commitment Letter, the Sponsor will provide equity financing in an aggregate amount of US\$115,000,000 to Holdco (which will be funded through Parent) to consummate the Merger. The information disclosed in this paragraph is qualified in its entirety by reference to the Equity Commitment Letter, a copy of which is filed as Exhibit 99.9, and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement, the Filing Persons (the "Rollover Shareholders") entered into a support agreement dated as of September 30, 2020 (the "Support Agreement") with Parent providing that the Rollover Securities (as defined below), at the effective time of the Merger, will be cancelled for no consideration in connection with the Merger, and be in exchange for newly issued ordinary shares of Parent. The description of the Support Agreement set forth in Item 4 below is incorporated by reference in its entirety into this Item 3. The information disclosed in this paragraph is qualified in its entirety by reference to the Support Agreement, a copy of which is filed as Exhibit 99.10, and which is incorporated herein by reference in its entirety.

**Item 4. Purpose of Transaction.**

Item 4 is hereby amended and supplemented as follows:

On October 1, 2020, the Issuer announced in a press release that it had entered into the Merger Agreement. Pursuant to the Merger Agreement, Merger Sub will merge with and into the Issuer, with the Issuer continuing as the surviving company. Under the terms of the Merger Agreement, each Ordinary Share, including Ordinary Shares represented by ADSs, issued and outstanding immediately prior to the effective time of the Merger will be cancelled in consideration for the right to receive US\$2.0 per Ordinary Share or US\$2.0 per ADS, in each case, in cash without interest, except for (a) Ordinary Shares (including Ordinary Shares represented by ADSs), Company's options and restricted share units held by the Rollover Shareholders (the "Rollover Securities") which will be rolled over in the transaction, (b) Ordinary Shares (including Ordinary Shares represented by ADSs) owned by Parent, Merger Sub, the Issuer (as treasury shares, if any) or any of their direct or indirect wholly-owned subsidiaries, (c) Ordinary Shares (including Ordinary Shares represented by ADSs) reserved (but not yet allocated) by the Issuer for settlement upon exercise or vesting of Company's options and/or restricted share units, and (d) Ordinary Shares held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the merger pursuant to Section 238 of the Companies Law of the Cayman Islands, which will be cancelled and cease to exist in exchange for the right to receive the payment of fair value of those dissenting shares in accordance with Section 238 of the Companies Law of the Cayman Islands.

Following the consummation of the Merger, the Issuer will become a wholly-owned subsidiary of Parent. In addition, if the Merger is consummated, the ADSs would be delisted from the Nasdaq Global Select Market, the Issuer's obligations to file periodic report under the Exchange Act would be terminated, and the Issuer will be privately held by the members of the Consortium.

Concurrently with the execution of the Merger Agreement, the Rollover Shareholders entered into the Support Agreement with Parent, pursuant to which they have agreed with Parent, among other things, that: (a) the Rollover Shareholders will vote all of the Ordinary Shares (including Ordinary Shares represented by ADSs) owned directly or indirectly by them in favor of the authorization and approval of the Merger Agreement and the transactions contemplated under the Merger Agreement, including the Merger, and (b) the Rollover Securities will, at the effective time of the Merger, be cancelled for no consideration in connection with the Merger, and be in exchange for newly issued ordinary shares of Parent.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is hereby amended and restated in its entirety as follows:

(a) The responses of each Reporting Person set forth in Rows 11 through 13 of the cover pages hereto are hereby incorporated by reference in this Item 5. The percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person is based on 35,012,768 Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) outstanding as of September 30, 2020, as provided by the Issuer on September 30, 2020, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares."

Holders of Class A Ordinary Shares and Class B Ordinary Shares have the same rights except for voting and conversion rights. Each Class A Ordinary Share is entitled to ten votes per share, and each Class B Ordinary Share is entitled to one vote per share.

The Reporting Persons and members of the Consortium that are not Reporting Persons may be deemed to constitute a "group" for purposes of Section 13d-5(b) of the Act by virtue of their actions in respect of the Proposed Transaction described herein. As a member of a "group", each Reporting Person may be deemed to beneficially own the Ordinary Shares beneficially owned by the members of the "group" as a whole. Therefore, each Reporting Person may be deemed to beneficially own an aggregate of 10,807,870 outstanding Ordinary Shares, which represent approximately 30.9% of the total outstanding Ordinary Shares and approximately 68.1% of the voting power of the total outstanding Ordinary Shares.



Except as otherwise stated herein, each Reporting Person expressly disclaims any beneficial ownership of the Ordinary Shares held by each other Reporting Person or by any member of the Consortium that is not a Reporting Person.

(b) The number of Ordinary Shares as to which each of the Reporting Persons has sole or shared power to vote, direct the vote, dispose or direct the disposition are as set forth in rows seven through ten of the cover pages hereof. The information set forth in Item 2 is hereby incorporated by reference into this Item 5(b).

(c) Except as set forth in this Statement and to the best knowledge of each of the Reporting Persons, no Reporting Person has effected any transaction in the Ordinary Shares in the 60 days preceding the date hereof.

(d) To the best knowledge of each of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by any of the Reporting Person.

(e) Not applicable.

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

Item 6 is hereby amended and restated in its entirety as follows:

The information set forth in Item 3 and Item 4 of this Statement is incorporated by reference in this Item 6.

To the best knowledge of the Reporting Persons, except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

**Item 7. Material to be Filed as Exhibits.**

Exhibit 99.1 – Joint Filing Agreement by and among the Reporting Persons, dated July 25, 2019 (incorporated by reference to Exhibit 99.1 to the Original 13D filed on July 25, 2019 with the SEC).

Exhibit 99.2 – Proposal to the board of directors of the Issuer from the Consortium Members (as defined therein), dated July 15, 2019 (incorporated by reference to Exhibit 99.2 to the Original 13D filed on July 25, 2019 with the SEC).

Exhibit 99.3 – Consortium Agreement by and among the Management Parties (as defined therein) and the Initial Sponsor (as defined therein), dated July 15, 2019 (incorporated by reference to Exhibit 99.3 to the Original 13D filed on July 25, 2019 with the SEC).

Exhibit 99.4 – Adherence Agreement to the Consortium Agreement executed and delivered by Banyan, dated November 15, 2019 (incorporated by reference to Exhibit 99.4 to the Amendment No. 1 filed on November 15, 2019 with the SEC).

Exhibit 99.5 – Adherence Agreement to the Consortium Agreement executed and delivered by Hangzhou Yutao, Banyan, the Management Parties (as defined therein) and the Initial Sponsor (as defined therein) dated May 1, 2020 (incorporated by reference to Exhibit 99.5 to the Amendment No. 2 filed on May 4, 2020 with the SEC).

Exhibit 99.6 – Revised Proposal to the board of directors of the Issuer from the Consortium Members (as defined therein), dated May 1, 2020 (incorporated by reference to Exhibit 99.6 to the Amendment No. 2 filed on May 4, 2020 with the SEC).

Exhibit 99.7 – Adherence Agreement to the Consortium Agreement executed and delivered by Innovation Fund, Hangzhou Yutao, Banyan, the Management Parties (as defined therein) and the Initial Sponsor (as defined therein), dated May 15, 2020 (incorporated by reference to Exhibit 99.7 to the Amendment No. 3 filed on May 15, 2020 with the SEC).

Exhibit 99.8 – Merger Agreement (incorporated by reference to Exhibit 99.2 to Form 6-K filed by the Issuer with the SEC on October 1, 2020).

Exhibit 99.9 – Equity Commitment Letter executed and delivered by the Sponsor, Holdco and Parent, dated September 30, 2020.

Exhibit 99.10 – Support Agreement executed and delivered by the Rollover Shareholders and Parent, dated September 30, 2020.

**SIGNATURE**

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

Date: October 7, 2020

**Guosheng Qi**

/s/ Guosheng Qi

**Generation Gospel Limited**

By: /s/ Guosheng Qi  
Name: Guosheng Qi  
Title: Authorized Signatory

**Fairy Spirit Limited**

By: /s/ Guosheng Qi  
Name: Guosheng Qi  
Title: Authorized Signatory

**Guofa Yu**

/s/ Guofa Yu

**Garden Enterprises Ltd.**

By: /s/ Guofa Yu  
Name: Guofa Yu  
Title: Authorized Signatory

[Signature Page to Schedule 13D]

KANG BO SI NAN (BEIJING) TECHNOLOGY CO., LTD.  
(康博司南 (北京) 科技有限公司)  
Room 206-34, 2nd Floor, Building No.3, No.81 Zi Zhu Yuan Road, Haidian District, Beijing,  
People's Republic of China  
(北京市海淀区紫竹院路81号院3号楼2层206-34)

September 30, 2020

Gridsum Group Limited  
9/F MW Tower  
No 111 Bonham Strand  
Sheung Wan  
Hong Kong

Gridsum Corporation  
c/o 5F, South Wing, High Technology Building  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China  
(北京市海淀区北四环中路229号  
海泰南楼国双大厦5层)

Re: Equity Commitment Letter

Ladies and Gentlemen:

Kang Bo Si Nan (Beijing) Technology Co., Ltd. (康博司南 (北京) 科技有限公司) (including its successors or permitted assigns, the "Sponsor") is pleased to offer this commitment, subject to the terms and conditions contained herein, to purchase, directly or indirectly, equity interests in Gridsum Group Limited, a newly-formed private company with limited liability incorporated under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Holdco"). It is contemplated that pursuant to the terms of that certain Agreement and Plan of Merger, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), by and among Gridsum Holding Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), Gridsum Corporation, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), and Gridsum Growth Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands that is a wholly-owned subsidiary of Parent ("Merger Sub"), Merger Sub will merge with and into the Company, with the Company being the surviving company (the "Merger"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Merger Agreement.

1. Commitment. The Sponsor hereby agrees to contribute, or cause to be contributed, as an equity contribution to Holdco, an aggregate amount equal to US\$115,000,000 (the "Contribution"), subject to the terms and conditions hereof. The proceeds of the Contribution, shall be used by Holdco, to the extent necessary, to (i) fund (or cause to be funded through Parent or Merger Sub) a portion of the Exchange Fund and any other amounts required to be paid pursuant to the Merger Agreement and (ii) pay (or cause to be paid through Parent or Merger Sub) related fees and expenses (which, for the avoidance of doubt, shall include any Parent Termination Fee), in each case, pursuant to and in accordance with the terms of, and subject to the conditions of, the Merger Agreement. Notwithstanding anything else to the contrary in this letter agreement, the aggregate amount of liability of the Sponsor under this letter agreement shall at no time exceed the aggregate amount of the Contribution less any portion of the Contribution that has been funded in accordance with the terms hereof.

2. Closing Conditions. The Sponsor's obligation to make the Contribution pursuant to this letter agreement is subject to the satisfaction, prior to or contemporaneously with the Closing, of the following conditions: (a) (x) the satisfaction or waiver at the Closing of all conditions precedent to the obligations of Parent and Merger Sub to consummate the transactions contemplated by the Merger Agreement set forth in Article VII thereof, other than conditions that by their nature are to be satisfied on the Closing Date and (y) either the contemporaneous consummation of the Closing or the obtaining by the Company in accordance with the terms and conditions of Section 9.6(b) of the Merger Agreement of an order requiring Parent to cause the Equity Financing to be funded and to consummate the Merger or (b) (x) the termination of the Merger Agreement pursuant to Section 8.1(b)(i) or Section 8.1(c) (ii) thereof and (y) the obtaining by the Company an order requiring Parent Termination Fee to be paid in accordance with Section 8.2(c) and Section 8.2(e) of the Merger Agreement, provided that under this sub-section (b), the aggregate amount of the Contribution to be made by the Sponsor shall not exceed the Parent Termination Fee.

3. Enforcement/Recourse. Except as specifically contemplated and only to the extent expressly permitted by Section 9.6(b) of the Merger Agreement, neither Holdco, Parent nor Merger Sub shall have any right to enforce this letter agreement; provided that, to the extent the Company has obtained an order of specific performance pursuant to, and subject to the conditions in, Section 9.6(b) of the Merger Agreement, the Company is hereby made a third party beneficiary of the rights granted to Holdco and Parent hereby and shall be entitled to specific performance to cause the Contribution to be funded (for the avoidance of doubt, subject to the satisfaction of the conditions set forth in Section 2 of this letter agreement). The Company's (i) rights as a third party beneficiary as set forth in the proviso in the first sentence of this Section 3 and (ii) remedies against Parent under the Merger Agreement shall, and are intended to be, the sole and exclusive direct or indirect remedies available to the Company against the Sponsor, any former, current or future director, officer, employee, agent or affiliate of the Sponsor, any former, current or future holder of any equity interests or securities of the Sponsor (whether such holder is a limited or general partner, member, manager, stockholder or otherwise), any former, current or future assignee of the Sponsor or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate, controlling person, representative or assignee of any of the foregoing (each such person or entity, a "Related Person") in respect of any liabilities or obligations arising under, or in connection with, this letter agreement or the Merger Agreement or the transactions contemplated thereby, including without limitation in the event Parent breaches its obligations under the Merger Agreement, whether or not such breach is caused by the Sponsor's breach of its obligations under this letter agreement; provided that, in the event the Company successfully compels specific performance of the obligations of Parent to consummate the Merger in accordance with, and subject to the terms and conditions set forth in, Section 9.6(b) of the Merger Agreement, and the Sponsor shall have made the Contribution, then neither the Company nor any other Person (including, without limitation, the Company's equityholders, Affiliates and Subsidiaries) shall have any remedy against the Sponsor or any Related Person. Notwithstanding anything that may be expressed or implied in this letter agreement, by its acceptance hereof, each of Holdco and Parent acknowledges and agrees that (a) notwithstanding that the Sponsor may be a limited liability entity, no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any Related Person, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law, and (b) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by Related Persons in connection with this letter agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or by their creation.

4. Expiration. All obligations under this letter agreement shall expire and terminate automatically and immediately upon the earliest to occur of (a) the valid termination of the Merger Agreement in accordance with its terms, (b) the Closing (at which time the Contribution shall be discharged but subject to the performance of such obligations), (c) the making of the Contribution by the Sponsor or its assigns, (d) the Company accepting all or any portion of the Parent Termination Fee pursuant to the Merger Agreement; provided that, in the event a claim by the Company or any of its Affiliates under Section 3 of this letter agreement or any claim seeking an injunction, specific performance or other equitable remedy against Parent or Merger Sub under Section 9.6(b) of the Merger Agreement is then pending, this letter agreement shall not terminate under clause (e) until any such claim has been resolved in a final non-appealable decision by a court of competent jurisdiction.

5. No Assignment. Neither this letter agreement nor any of the rights, interests or obligations hereunder shall be assignable without the prior written consent of the Sponsor (in the case of an assignment by Holdco or Parent) or Holdco (in the case of an assignment by the Sponsor), except that, without the prior written consent of Holdco, the rights, interests or obligations under this letter agreement may be assigned and/or delegated, in whole or in part, by Sponsor to one or more of its Affiliates or to one or more private equity funds sponsored or managed by any such Affiliate. Any purported assignment of this commitment in contravention of this Section 5 shall be void.

6. No Other Beneficiaries. Except for the third party beneficiary rights provided to the Company under Section 3 of this letter agreement, this letter agreement shall be binding on the Sponsor solely for the benefit of Holdco and Parent, and nothing set forth in this letter agreement is intended to or shall confer upon or give to any Person other than Holdco and Parent (but solely at the direction of the Sponsor as contemplated hereby) any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, the Contribution or any provisions of this letter agreement; provided, notwithstanding anything to the contrary in this letter agreement, any Related Person shall be a third party beneficiary of the provisions set forth herein that are for the benefit of any Related Person (including the provisions of Sections 3, 6, 9, 10 and 12), and all such provisions shall survive any termination of this letter agreement indefinitely. Without limiting the foregoing, neither Holdco's, Parent's, Merger Sub's nor the Company's creditors shall have the right to enforce this letter agreement or to cause Holdco or Parent to enforce this letter agreement.

7. Representations and Warranties. The Sponsor hereby represents and warrants that: (a) it has all power and authority to execute, deliver and perform this letter agreement; (b) the execution, delivery and performance of this letter agreement by the Sponsor has been duly and validly authorized and approved by all necessary corporate actions, and no other proceedings or actions on the part of the Sponsor are necessary therefor; (c) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against the Sponsor in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law)); (d) the execution, delivery and performance by the Sponsor of this letter agreement do not and will not violate the organizational documents of the Sponsor or any applicable Law or conflict with any material agreement binding on the Sponsor; (e) for so long as this letter agreement shall remain in effect in accordance with its terms, the Sponsor or its Affiliate shall have the cash on hand and/or uncalled and unrestricted capital commitments in excess of the sum of both (i) the Contribution and (ii) all of the Sponsor's other unfunded contractually binding commitments and capital calls that are currently outstanding; and (f) where applicable, the amount of the Contribution is less than the maximum cumulative amount permitted to be invested collectively by the Sponsor and its Affiliate in any one portfolio investment pursuant to the terms of their respective constituent documents.

8. Severability. Any term or provision of this letter agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this letter agreement in any jurisdiction and, if any provision of this letter agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable; provided that this letter agreement may not be enforced without giving effect to the provisions of Sections 2 through 6, 9 and 10 hereof. No party hereto shall assert, and each party hereto shall cause its respective affiliates not to assert, that this letter agreement or any part hereof is invalid, illegal or unenforceable.

9. Jurisdiction. In the event any dispute arises among the parties hereto out of or in relation to this letter agreement, including any dispute regarding its breach, termination or validity, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute has not been resolved by friendly consultations within thirty (30) days after any party has served written notice on the other parties requesting the commencement of such consultations, then any party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of this Section 9. The arbitration shall be conducted by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when a notice of arbitration is submitted. The seat and venue of the arbitration shall be Hong Kong and the language of the arbitration shall be English. The appointing authority shall be the HKIAC. There shall be three arbitrators. One arbitrator shall be nominated by the claimant(s), irrespective of number, and one arbitrator shall be nominated by the respondent(s), irrespective of number. If the respondent(s) shall abstain from nominating their arbitrator, the HKIAC shall appoint such arbitrator. The two arbitrators so chosen shall select a third arbitrator; provided that if such two arbitrators shall fail to choose a third arbitrator within thirty (30) days after such two arbitrators have been selected, the HKIAC, upon the request of any party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, unless otherwise required by Law or the parties hereto otherwise agree in writing. The parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless otherwise required by Law or the parties hereto otherwise agree in writing. Upon and after the submission of any dispute to arbitration, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this letter agreement, except insofar as the same may relate directly to the matters in dispute. The parties hereby agree that any arbitration award rendered in accordance with the provisions of this Section 9 shall be final and binding upon them, and the parties further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located.

10. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS LETTER AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 10.

11. Headings. Headings of the Sections of this letter agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

12. Governing Law. This letter agreement and the obligations hereunder shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction.

13. Entire Agreement; Amendment; Counterparts. This letter agreement, the Merger Agreement and any other document contemplated hereby and thereby constitute the entire agreement with respect to the subject matter hereof and thereof, and supersede all other prior agreements, understandings and statements, both written and oral, between or among Holdco, Parent or any of its Affiliates, on the one hand, and the Sponsor or any of its Affiliates, on the other hand. Any provision of this letter agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Sponsor, Parent and Holdco; provided that any amendment, waiver or modification that would be expected to be adverse to the Company's rights set forth in the proviso of the first sentence of Section 3 of this letter agreement shall require the prior written consent of the Company. This letter agreement may be executed in counterparts (including by facsimile or electronically transmitted signature pages), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

*[Remainder of page intentionally left blank]*



Very truly yours,

Kang Bo Si Nan (Beijing) Technology Co., Ltd.  
(康博司南 (北京) 科技有限公司)

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Director

Agreed to and accepted as of the date first  
written above:

Gridsum Group Limited

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Director

Gridsum Corporation

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Director

SIGNATURE PAGE TO EQUITY COMMITMENT LETTER

## SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this “Agreement”) is entered into as of September 30, 2020 by and among Gridsum Corporation, an exempted company incorporated with limited liability under the laws of the Cayman Islands (“Parent”) and certain holders of shares and equity-based awards of Gridsum Holding Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Company”) as listed on Schedule A attached hereto (each, a “Rollover Securityholder” and collectively, the “Rollover Securityholders”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, Gridsum Growth Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent (“Merger Sub”) and the Company have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the “Merger Agreement”), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Parent (the “Merger”), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Rollover Securityholder is the “beneficial owner” (within the meaning of Rule 13d-3 under the Exchange Act) of such Company Shares (including those represented by ADSs), Company Options and/or Company RSUs (as applicable) as set forth opposite such Rollover Securityholder’s name under the column “Securities Owned” on Schedule A attached hereto (with respect to each Rollover Securityholder, the “Owned Securities”) (the Owned Securities, together with any other Company Shares and/or Equity Interests of the Company acquired (whether beneficially or of record) by such Rollover Securityholder after the date hereof and prior to the earlier of the Effective Time and the termination of all such Rollover Securityholder’s obligations under this Agreement, including any Company Shares and/or Equity Interests acquired by means of purchase, as a result of stock dividend or distribution, stock split, recapitalization, combination or reclassification, or issued or received upon the vesting or exercise of any Company Share Award or the conversion/exchange of any convertible/exchangeable securities or otherwise, being collectively referred to herein as the “Securities”);

WHEREAS, in connection with the consummation of the Merger, each Rollover Securityholder agrees to (a) the cancellation of certain Company Shares (including those represented by ADSs), Company Options and/or Company RSUs (as applicable) as set forth opposite such Rollover Securityholder’s name under the column “Rollover Securities” on Schedule A attached hereto (with respect to each Rollover Securityholder, the “Rollover Securities”) for no consideration in connection with the Merger, and (b) subscribe for newly issued ordinary shares of Parent (the “Parent Shares”) at par immediately prior to the Closing in accordance with and subject to the terms and conditions of this Agreement;

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Rollover Securityholders are entering into this Agreement;

WHEREAS, the Rollover Securityholders acknowledge that Parent and Merger Sub are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Rollover Securityholders set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### VOTING; GRANT AND APPOINTMENT OF PROXY

Section 1.1 *Voting*. From and after the date hereof until the earlier of (1) the Closing, and (2) the termination of the Merger Agreement pursuant to and in compliance with the terms therein (such earlier time, the “Expiration Time”), each Rollover Securityholder irrevocably and unconditionally hereby agrees that (i) at the Company Shareholders Meeting or any other meeting (whether annual or extraordinary) of the shareholders of the Company in connection with the Merger Agreement and/or any transaction contemplated thereby (including the Merger), however called (and any adjournment or postponement thereof), at which any of the matters described in paragraphs (a) – (f) hereof is to be considered, or (ii) in connection with any written resolution of the Company’s shareholders in connection with the Merger Agreement and/or any transaction contemplated thereby (including the Merger), such Rollover Securityholder shall (x) in case of a meeting, appear or cause its/his Representative(s) to appear at such meeting or otherwise cause its/his Securities to be counted as present thereat for purposes of determining whether a quorum is present and (y) vote or cause to be voted (including by proxy or written resolution, if applicable) all of such Rollover Securityholder’s Securities,

(a) for authorization and approval of the Merger Agreement, the Merger and all other transactions contemplated by the Merger Agreement and any action required in furtherance thereof,

(b) against any Acquisition Proposal or any other transaction, proposal, agreement or action made in opposition to authorization and approval of the Merger Agreement or in competition or inconsistent with the Merger and the other transactions contemplated by the Merger Agreement,

(c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement or the performance by such Rollover Securityholder of its/his obligations under this Agreement, including, without limitation: (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consolidation or other business combination involving the Company or any Company Subsidiary (other than the Merger); (ii) a sale, lease or transfer of a material amount of assets of the Company or any Company Subsidiary or a reorganization, recapitalization or liquidation of the Company or any Company Subsidiary; (iii) an election of new members to the board of directors of the Company, other than nominees to the board of directors of the Company who are serving as directors of the Company on the date of this Agreement or as otherwise provided in the Merger Agreement; (iv) any material change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company's memorandum or articles of association, except if approved in writing by Parent; or (v) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent,

(d) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Rollover Securityholder contained in this Agreement,

(e) in favor of any adjournment or postponement of the Company Shareholders Meeting as may be reasonably requested by Parent, and

(f) in favor of any other matter necessary to effect the transactions contemplated by the Merger Agreement.

*Section 1.2 Grant of Irrevocable Proxy; Appointment of Proxy.*

(a) Effective immediately upon the execution of the Merger Agreement and until the Expiration Time, without any further action by any Person, and only in the event and to the extent that such Rollover Securityholder fails to perform his or its obligations under Section 1.1, each Rollover Securityholder hereby irrevocably appoints Parent and any designee thereof as its/his proxy and attorney-in-fact (with full power of substitution), to vote or cause to be voted (including by proxy or written resolution, if applicable) such Rollover Securityholder's Securities in accordance with Section 1.1 above at the Company Shareholders Meeting or other annual or extraordinary meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, at which any of the matters described in Section 1.1 above is to be considered. Each Rollover Securityholder represents that all proxies, powers of attorney, instructions or other requests given by such Rollover Securityholder prior to the execution of this Agreement in respect of the voting of such Rollover Securityholder's Securities, if any, are not irrevocable and each Rollover Securityholder hereby revokes (or causes to be revoked) any and all previous proxies, powers of attorney, instructions or other requests with respect to such Rollover Securityholder's Securities. Each Rollover Securityholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy.

(b) Each Rollover Securityholder affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Rollover Securityholder under this Agreement. Each Rollover Securityholder further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 1.2, is intended to be irrevocable prior to the Expiration Time. If for any reason the proxy granted herein is not irrevocable, then each Rollover Securityholder agrees to vote such Rollover Securityholder's Securities in accordance with Section 1.1 above prior to the Expiration Time. The parties agree that the foregoing is a voting agreement.

Section 1.3 *Restrictions on Transfers*. Except as provided for in Article III below, pursuant to the Merger Agreement, each Rollover Securityholder hereby agrees that, from the date hereof until the Expiration Time, without the prior approval of the other Rollover Securityholders and Parent, such Rollover Securityholder shall not, directly or indirectly, (a) sell (constructively or otherwise), transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of law or otherwise) (collectively, “Transfer”), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Securities and (i) has, or would reasonably be expected to have, the effect of reducing or limiting such Rollover Securityholder’s economic interest in such Securities and/or (ii) grants a third party the right to vote or direct the voting of such Securities (any such transaction, a “Derivative Transaction”), (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) convert or exchange, or take any action which would result in the conversion or exchange, of any Securities, (d) knowingly take any action that would make any representation or warranty of such Rollover Securityholder set forth in this Agreement untrue or incorrect or have the effect of preventing, disabling, or delaying such Rollover Securityholder from performing any of its/his obligations under this Agreement or that is intended, or would reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by any Rollover Securityholder from performing any of his or its/his obligations under this Agreement, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a), (b), (c) or (d); provided that the foregoing shall not prevent the conversion of the Securities into the right to receive any merger consideration in accordance with the terms of the Merger Agreement. Any purported Transfer in violation of this Section 1.3 shall be null and void.

## ARTICLE II

### ROLLOVER SECURITIES

Section 2.1 *Cancellation of Rollover Securities*. Subject to the terms and conditions set forth herein, (a) each Rollover Securityholder agrees that its/his Rollover Securities shall be cancelled at the Effective Time for no consideration, and (b) other than its/his Rollover Securities, all Equity Interests of the Company held by such Rollover Securityholder, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement.

Section 2.2 *Issuance of Parent Shares*. Immediately prior to the Closing, in consideration for the cancellation of the Rollover Securities that are Company Shares (including those represented by ADSs), Company Options (whether vested or unvested) and/or Company RSUs (whether vested or unvested) held by each Rollover Securityholder in accordance with Section 2.1, Parent shall issue to such Rollover Securityholder (or, if designated by such Rollover Securityholder in writing, an Affiliate of such Rollover Securityholder), and such Rollover Securityholder or its/his Affiliate (as applicable) shall subscribe at par value for, such aggregate number of Parent Shares as set forth opposite such Rollover Securityholder’s name under the column “Parent Shares” on Schedule A attached hereto. Each Rollover Securityholder hereby acknowledges and agrees that (i) delivery of such Parent Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Securityholder by Parent and Merger Sub in respect of the Rollover Securities that are Company Shares (including those represented by ADSs) and/or Company Options (whether vested or unvested) and/or Company RSUs (whether vested or unvested) held by such Rollover Securityholder and cancelled pursuant to Section 2.1 above, and (ii) such Rollover Securityholder shall have no right to any merger consideration in respect of the foregoing Rollover Securities held by such Rollover Securityholder.

Section 2.3 *Rollover Closing*. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Sections 7.1, 7.2 and 7.3 of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the subscription and issuance of Parent Shares contemplated hereby (the “Rollover Closing”) shall take place immediately prior to the Closing.

Section 2.4 *Deposit of Rollover Securities*. No later than three (3) Business Days prior to the Closing, each Rollover Securityholder and any agent of such Rollover Securityholder holding certificates evidencing any of the Rollover Securities shall deliver or cause to be delivered to Parent all certificates representing such Rollover Securities in such Person's possession, for disposition in accordance with the terms of this Agreement; such certificates and documents shall be held by Parent or any agent authorized by Parent until the Closing.

### ARTICLE III

#### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SECURITYHOLDERS

Section 3.1 *Representations and Warranties*. Each Rollover Securityholder, severally and not jointly, represents and warrants to Parent as of the date hereof and as of the Closing:

(a) such Rollover Securityholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Securityholder's obligations hereunder and to consummate the transactions contemplated hereby;

(b) this Agreement has been duly executed and delivered by such Rollover Securityholder and, in case the Rollover Securityholder is an entity, the execution, delivery and performance of this Agreement by such Rollover Securityholder and the consummation by such Rollover Securityholder of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Securityholder and no other actions or proceedings on the part of such Rollover Securityholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby by such Rollover Securityholder;

(c) assuming due authorization, execution and delivery by Parent and the other Rollover Securityholders, this Agreement constitutes a legal, valid and binding agreement of such Rollover Securityholder, enforceable against such Rollover Securityholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) (i) such Rollover Securityholder (A) is and/or, immediately prior to the Closing, will be the beneficial owner of, and has and will have good and valid title to, its/his Securities, free and clear of Liens other than as created by this Agreement or disclosed under the Merger Agreement, and (B) has and/or will have sole or shared (together with Affiliates controlled by such Rollover Securityholder) voting power, power of disposition, and power to demand dissenter's rights, in each case with respect to all of its/his Securities, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities Laws, Laws of the Cayman Islands, Laws of the People's Republic of China and the terms of this Agreement; (ii) its/his Securities are not subject to any voting trust agreement or other Contract to which such Rollover Securityholder is a party restricting or otherwise relating to the voting or Transfer of the Securities other than this Agreement; (iii) except for any transaction disclosed in the Company SEC Filings or other forms, reports or other documents filed with SEC by such Rollover Securityholder on or prior to the date hereof or under the Merger Agreement, such Rollover Securityholder has not Transferred any interest in any of its/his Securities pursuant to any Derivative Transaction; (iv) as of the date hereof, other than its/his Securities, such Rollover Securityholder does not own, beneficially or of record, any Company Shares, Company Share Awards, other securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities); and (v) such Rollover Securityholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its/his Securities, except as contemplated by this Agreement;

(e) except for the applicable requirements of the Exchange Act, the Securities Act, any other U.S. federal or state securities Laws, the rules and regulations of NASDAQ and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of any Governmental Authority is necessary on the part of such Rollover Securityholder for the execution, delivery and performance of this Agreement by such Rollover Securityholder or the consummation by such Rollover Securityholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Securityholder nor the consummation by such Rollover Securityholder of the transactions contemplated hereby, nor compliance by such Rollover Securityholder with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of any such Rollover Securityholder which is an entity, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Securityholder pursuant to any Contract to which such Rollover Securityholder is a party or by which such Rollover Securityholder or any property or asset of such Rollover Securityholder is bound or affected, or (C) violate any Order or Law applicable to such Rollover Securityholder or any of such Rollover Securityholder's properties or assets;

(f) there is no Action pending against any such Rollover Securityholder or, to the knowledge of such Rollover Securityholder, threatened against any such Rollover Securityholder or any other Person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Securityholder of its/his obligations under this Agreement;

(g) such Rollover Securityholder has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of Parent concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning the Parent Shares and such Rollover Securityholder acknowledges that it/he has been advised to discuss with its/his own counsel the meaning and legal consequences of such Rollover Securityholder's representations and warranties in this Agreement and the transactions contemplated hereby; and

(h) each Rollover Securityholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Rollover Securityholder's execution, delivery and performance of this Agreement.

Section 3.2 *Covenants*. Each Rollover Securityholder hereby:

(a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such Rollover Securityholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Securityholder of its/his obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Rollover Securityholder may have with respect to such Rollover Securityholder's Securities (including without limitation any rights under Section 238 of the Cayman Companies Law) prior to the Expiration Time;

(c) agrees to permit the Company and Parent to publish and disclose in any press release, the Proxy Statement, the Schedule 13E-3 (including all documents filed with the SEC in accordance therewith) and any other disclosure documents in connection with the Merger Agreement and any filings with or notices to any Governmental Entity in connection with the Merger Agreement (or the transaction contemplated thereby), such Rollover Securityholder's identity and beneficial ownership of Securities and the nature of such Rollover Securityholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information, in each case, that the Company or Parent reasonably determines in its good faith judgement is required to be disclosed by Law;

(d) agrees and covenants, severally and not jointly, that such Rollover Securityholder shall promptly (and in any event within twenty-four (24) hours) notify Parent and the Company of any new Company Shares and/or other Equity Interests of the Company with respect to which beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) is acquired by such Rollover Securityholder, including, without limitation, by means of purchase, as a result of stock dividend or distribution, stock split, recapitalization, combination or reclassification, or issued or received upon the vesting or exercise of any Company Share Awards or warrants or the conversion/exchange of any convertible/exchangeable securities of the Company or otherwise, after the date hereof. Any such Company Shares and/or other Equity Interest of the Company shall automatically become subject to the terms of this Agreement (other than Article II (Rollover Securities) unless each of the Rollover Securityholders agrees that any or all of such new Company Shares and/or other Equity Interests of the Company shall be designated as the Rollover Securities), and Schedule A attached hereto shall be deemed amended accordingly; and

(e) agrees further that, upon request of Parent, such Rollover Securityholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be deemed by Parent to be necessary or desirable to carry out the provisions of this Agreement.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to each Rollover Securityholder that as of the date hereof and as of the Closing:

(a) Parent is duly incorporated, validly existing and in good standing under the laws of the Cayman Islands. Parent has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Parent and the execution, delivery and performance of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Parent and no other actions or proceedings on the part of Parent are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Rollover Securityholders, this Agreement constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(b) (i) except for the applicable requirements of the Exchange Act, Laws of the Cayman Islands and applicable Laws of the People's Republic of China, no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent pursuant to, any Contract to which Parent is a party or by which Parent, or any of its property or asset is bound or affected, or (C) violate any Order or Law applicable to Parent or any of its properties or assets;

(c) at the Rollover Closing, the Parent Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable, free and clear of all claims and Liens, other than restrictions arising under applicable securities Laws and agreement entered into by the shareholders of Parent at or around the Rollover Closing; and

(d) Except as contemplated by the Merger Agreement or any other agreement entered into between relevant parties on or prior to the date hereof, or as disclosed in the Company SEC Filings or other forms, reports or other documents filed with SEC by any Rollover Securityholder on or prior to the date hereof, or otherwise agreed to in writing by the parties hereto, at and immediately after the Rollover Closing, there shall be (i) no options, warrants, or other rights to acquire share capital of Parent, (ii) no outstanding securities exchangeable for or convertible into share capital of Parent, and (iii) no outstanding rights to acquire or obligations to issue any such options, warrants, rights or securities.

## ARTICLE V

### TERMINATION

This Agreement, and the obligations of the Rollover Securityholders hereunder (including, without limitation, Section 1.2 hereof), shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Effective Time, and (b) the date of termination of the Merger Agreement in accordance with its terms. Notwithstanding the preceding sentence, this Article V and Article VI shall survive any termination of this Agreement. Nothing in this Article V shall relieve or otherwise limit any party's liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Rollover Closing contemplated by Article II has already taken place, then Parent shall promptly take all such actions as are necessary to restore each such Rollover Securityholder to the position it was in with respect to ownership of the Rollover Securities prior to the Rollover Closing.

ARTICLE VI

MISCELLANEOUS

Section 6.1 *Notices*. All notices and other communications hereunder shall be in writing in the English language and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or e-mail, upon written confirmation of receipt by facsimile or e-mail, or (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier. All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.1):

(i) If to a Rollover Securityholder, to the address set forth next to such Rollover Securityholder's name on Schedule A attached hereto.

(ii) If to Parent:

Gridsum Corporation

Attention: Yang Xu

Address: c/o 5F, South Wing, High Technology Building, No. 229 North 4th Ring Road, Haidian District, Beijing 100083, People's Republic of China

Email: [xuyang@gridsum.com](mailto:xuyang@gridsum.com)

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

Hogan Lovells

11th Floor, One Pacific Place

88 Queensway

Hong Kong

Attention: Stephanie Tang, Esq.

Facsimile: +852 2219 0222

Email: [Stephanie.tang@hoganlovells.com](mailto:Stephanie.tang@hoganlovells.com)

Section 6.2 *Capacity*. None of the Rollover Securityholders executing this Agreement who is or becomes during the term hereof a director or officer of the Company shall be deemed to make any agreement or understanding in this Agreement in such Person's capacity as a director or officer. Notwithstanding anything to the contrary in this Agreement, (i) each Rollover Securityholder is entering into this Agreement, and agreeing to become bound hereby, solely in its/his capacity as a beneficial owner of, or as a trust whose beneficiaries are the beneficial owners of, the Securities owned by it and not in any other capacity (including without limitation any capacity as a director or officer of the Company) and (ii) nothing in this Agreement shall obligate such Rollover Securityholder or its/his Representatives to take, or forbear from taking, as a director or officer of the Company, any action which is inconsistent with its/his or his fiduciary duties under the applicable Laws.

Section 6.3 *Severability*. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

Section 6.4 *Entire Agreement*. This Agreement and the Merger Agreement embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 6.5 *Specific Performance*. Each Rollover Securityholder acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement of such Rollover Securityholder in this Agreement is not performed in accordance with its terms, and therefore agrees that, in addition to and without limiting any other remedy or right available to Parent, Parent will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. Each Rollover Securityholder agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by Parent shall not preclude the simultaneous or later exercise of any other such right, power or remedy by Parent.



Section 6.6 *Amendments; Waivers*. At any time prior to the Expiration Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Rollover Securityholder and Parent, or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by a party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 6.7 *Governing Law; Dispute Resolution; Jurisdiction*. This Agreement shall be interpreted, construed, performed and enforced in accordance with the Laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction. In the event any dispute arises among the parties hereto out of or in relation to this Agreement, including any dispute regarding its breach, termination or validity, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute has not been resolved by friendly consultations within thirty (30) days after any party has served written notice on the other parties requesting the commencement of such consultations, then any party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of this Section 6.7. The arbitration shall be conducted by the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when a notice of arbitration is submitted. The seat and venue of the arbitration shall be Hong Kong and the language of the arbitration shall be English. There shall be three arbitrators. One arbitrator shall be nominated by the claimant(s) and one arbitrator shall be nominated by the respondent(s). If either the claimant(s) or respondent(s) shall abstain from nominating their arbitrator, the HKIAC shall appoint such arbitrator. The two arbitrators so chosen shall select a third arbitrator; provided that if such two arbitrators shall fail to choose a third arbitrator within thirty (30) days after such two arbitrators have been selected, the HKIAC, upon the request of any party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties, their legal and professional advisers, and any Person necessary for the conduct of the arbitration, unless otherwise required by Law or the parties hereto otherwise agree in writing. The parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless otherwise required by Law or the parties hereto otherwise agree in writing. Upon and after the submission of any dispute to arbitration, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this Agreement, except insofar as the same may relate directly to the matters in dispute. The parties hereby agree that any arbitration award rendered in accordance with the provisions of this Section 6.7 shall be final and binding upon them, and the parties further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located. In any arbitration proceeding, any legal proceeding to enforce any arbitration award and in any other legal proceeding among the parties pursuant to or relating to this Agreement, each party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state or is otherwise entitled to immunity.

Section 6.8 *Waiver of Jury Trial*. Each party hereto hereby irrevocably and unconditionally waives to the fullest extent permitted by applicable Laws any right it may have to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement.

Section 6.9 *No Third Party Beneficiaries*. The provisions of this Agreement are intended to be for the benefit of, and shall be enforceable by, the Company. Other than the Company, there are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto (and their respective successors, heirs and permitted assigns) and the Company, any rights, remedies, obligations or liabilities, except as specifically set forth in this Agreement.

Section 6.10 *Assignment; Binding Effect*. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign this Agreement (in whole but not in part) in connection with a permitted assignment of the Merger Agreement by Parent, as applicable. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of any applicable Rollover Securityholder, his, her or its estate, heirs, beneficiaries, personal representatives and executors.

Section 6.11 *No Presumption Against Drafting Party*. Each of the parties to this Agreement acknowledges that it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 6.12 *Counterparts*. This Agreement may be executed in two or more consecutive counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, email pdf format or otherwise) to the other parties; provided, however, that if any of the Rollover Securityholders fails for any reason to execute, or perform their obligations under, this Agreement, this Agreement shall remain effective as to all parties executing this Agreement.

*[Signature Pages to follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**PARENT**

**GRIDSUM CORPORATION**

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Director

SIGNATURE PAGE TO SUPPORT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SECURITYHOLDERS**

**GUOSHENG QI**

By: /s/ Guosheng Qi

**GENERATION GOSPEL LIMITED**

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Director

SIGNATURE PAGE TO SUPPORT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SECURITYHOLDERS**

**FAIRY SPIRIT LIMITED**

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Director

SIGNATURE PAGE TO SUPPORT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SECURITYHOLDERS**

**GUOFA YU**

By: /s/ Guofa Yu

**GARDEN ENTERPRISES LTD.**

By: /s/ Guofa Yu

Name: Guofa Yu

Title: Director

SIGNATURE PAGE TO SUPPORT AGREEMENT

**SCHEDULE A**

Name	Notice Address	Securities Owned (as of the date hereof)				Rollover Securities				Pa Sh
		Company Shares*	ADSs***	Company Options	Company RSUs	Company Shares	ADSs	Company Options	Company RSUs	
<b>Guosheng Qi**</b>	c/o South Wing, High Technology Building No. 229 North 4th Ring Road Haidian District, Beijing 100083 People's Republic of China Attention: Guosheng Qi Email: qiguosheng@gridsum.com	—	46,875	—	—	—	46,875	—	—	
<b>Generation Gospel Limited</b>	Same as above	4,543,461 Class A	1,230,130	—	30,865	4,543,461 Class A	1,230,130	—	30,865	3
<b>Fairy Spirit Limited</b>	Same as above	3,563,501 Class B	—	—	—	3,563,501 Class B	—	—	—	2
<b>Garden Enterprises Ltd.</b>	c/o South Wing, High Technology Building No. 229 North 4th Ring Road, Haidian District, Beijing 100083 People's Republic of China Attention: Guofa Yu Email: yuguofa@gridsum.com	1,393,038 Class B	—	—	—	1,393,038 Class B	—	—	—	

\* The number of Company Shares only includes Class A Ordinary Shares and Class B Ordinary Shares, and excludes those Class B Ordinary Shares represented by ADSs.

\*\* This excludes the Company Shares held by Generation Gospel Limited.

\*\*\* Each ADS represents one Class B Ordinary Share.