

CBILLING User Subscription Agreement (EULA)

Important Notice: Please read these terms before ordering, configuring, and/or using the CBILLING Software as a Service (SAAS) product. This Agreement describes the relationship between the applicable Silverlining entity (the "Silverlining") identified in this document and you (Silverlining and you each being a "Party" and together being the "Parties"). This Agreement shall come into effect on the date you accept the terms of the Agreement (the "Effective Date"). By configuring and/or using this Software as a Service (SAAS) product in any way, you represent and warrant that you have the authority to bind the entity or individual identified as the customer ("yourself" or "your customer") to this Agreement, and unconditionally agree to be bound by the terms of the Silverlining Agreement and become a Party to the Agreement. Silverlining does not agree to any other terms, including but not limited to any terms on your purchase order or invoice.

References in this Agreement to "**Silverlining**" and "**CBILLING**" respectively mean:

- Silver Lining Information Technology Co., Ltd, whose Chinese name is Shanghai Guanmin Information Technology Co., Ltd, is a professional service provider registered in Shanghai, China, specializing in the Cloud Service field.
- CBILLING is a cost management platform independently developed by the Silverlining Technology Team and based on the Public Cloud.

1. Definitions. Certain terms with capitalized initials in this Agreement shall have the meanings set forth below:

- “**Documentation**” refers to the collective term for the official product operating instructions and user manuals provided by Silverlining in electronic or written form regarding the use of the CloudEasy platform.
- “**Software as a Service (SaaS)**” refers to the hosted software services provided by Silver Lining under the subscription license and this Agreement.
- “**Support and Maintenance Services**” refers to the technical support and maintenance services provided by Silver Lining for the product under this Agreement.
- “**User**” refers to an individual who is employed by you or otherwise provides services to you (whether as an independent contractor or in other forms), receives support from the CBILLING platform, or uses the CBILLING platform.

2. Authorization.

a. Authorization. Subject to the terms and conditions of this Agreement, and in accordance with the applicable documentation and the type, mode, and quantity of products you have purchased and paid for, Silverlining hereby grants you (if applicable) (i) limited access and use rights to the SaaS products, and (ii) a non-exclusive, non-transferable, and non-sublicensable license (except as otherwise provided in this Agreement) necessary for using the products.

Users shall use and/or access the CBILLING Platform Services solely on your behalf, in accordance with the purchased products and the terms of this Agreement. You shall be responsible for all acts and omissions of any user and any actions by such user that may violate this Agreement, and if you commit any of the above violations, you shall be deemed to have violated this Agreement. You agree that your purchase of the CBILLING Platform Services is unrelated to the delivery of CBILLING's future features or functionalities.

The type of product license provided by Silver Lining (i.e., “ **License Type** ”) is a subscription license for designated users, defined as follows:

- **"Subscription Authorization"** refers to the time-limited authorization for using the product, which will expire at the end of the period specified in the contract. Products under subscription authorization may contain disabling code to automatically disable the product after the subscription expires.
- **"Designated User"** . In the Designated User subscription model, a Designated User is a single user you authorize to access or use the product. Each Designated User needs to create an independent username and set corresponding authorization permissions in the CBILLING platform.

3. **Restrictions**. The CBILLING Platform is licensed for use by authorized users and is not for sale. You shall not use the CBILLING Platform for any purpose outside the scope of the rights granted under this Agreement, and CBILLING reserves all other rights. Without limiting the generality of the foregoing, unless expressly permitted by this Agreement, you shall not (nor shall you permit any user or third party to): (a) authorize or permit any person other than the authorized users to access or use the CBILLING Platform; (b) transfer, sublicense, distribute, sell, lease, rent, assign, or otherwise transfer or convey the CBILLING Platform or the documentation to any third party without the prior written consent of Silverlining; (c) modify, adapt, or create any derivative works of the software (or any component thereof) or the documentation included in the Services; (d) attempt to obtain or identify the source code of the CBILLING Platform through decompilation, disassembly, reverse engineering, or other means; (e) use the CBILLING Platform as a service provider for a third party or an application service provider; (f) circumvent or attempt to circumvent any technical restrictions in the CBILLING Platform; (g) remove, alter, or conceal any ownership statement or legend from the CBILLING Platform or any copy thereof;

4. **Ownership** . Silverlining reserves all rights, title and interest, including all patents, copyrights, trade secrets, trademarks, moral rights and other intellectual property rights, in the Software

contained in the Services, and Silverlining expressly reserves all other rights not expressly granted herein. You hereby agree that title to and ownership of any intellectual property rights under this Agreement shall not be transferred and/or transferred to you.

5. Support and Maintenance Services. If purchased under a subscription license, standard support and maintenance services, updates, and upgrades are included in the service price definition of the product contract. You may purchase or upgrade the support and maintenance services for the product separately. Except as provided in this Agreement, if you do not purchase the support and maintenance services for the product, you will not be entitled to any updates or upgrades.

6. Regarding product prices and billing methods. The prices of products sold through Amazon Web Services Marketplace China are as follows. CBILLING's billing method is to charge first and then use, with 2 billing cycles (monthly/annually). Among them, the usage amount of Amazon Web Services will be determined based on the average usage amount of Amazon Web Services by the customer in the previous 12 months, and the next payment cycle will be adjusted according to the actual expenses with more refunded and less supplemented.

Package Name	Scope Of Management	Monthly Fee	Annual Fee	Annual Discount Rate
SL500K	The amount of Amazon Web Services usage that does not exceed \$72,000 in the monthly bill amount.	\$720	\$7,776 (\$8,640)	10%
SL1500K	The amount of Amazon Web Services usage that does not exceed \$216,000 in the monthly bill amount	\$2,160	\$23,328 (\$25,920)	10%
SL5M	The amount of Amazon Web Services usage that does not exceed \$720,000 in the monthly bill amount	\$7,200	\$77,760 (\$86,400)	10%

Charges for AWS usage amounts exceeding the contract specifications	1%
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Note:

1. The above price is the pre-tax price.
2. "Amazon Web Services Usage Amount" refers to the amount after subtracting various discounts from the monthly bill amount, that is, the actual usage amount of Amazon Web Services resources plus Support fees.

7. General Provisions.

a. Applicable Laws. Each Party shall comply with any laws and regulations applicable to its performance under this Agreement, including but not limited to laws applicable to the privacy

and security of personal information, such as the requirements for cross-border transfer and data breach notification as stipulated by law.

b. Force Majeure. If the failure to perform or delay in performing any provision of this Agreement is caused by circumstances beyond the reasonable control of both parties, including but not limited to floods, fires, acts of war, terrorism, earthquakes, natural disasters, as well as government actions, orders or restrictions, neither party shall be liable to the other party for any loss or damage; however, the inability to fulfill financial obligations is expressly excluded. Silver Lining shall not be liable for any failure to perform or delay in performing its obligations caused by your failure to perform your obligations under this Agreement.

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