

Digital China Cloud Technology Limited (北京神州数码云计算有限公司)
End User License Agreement ("Agreement")

This Agreement is between Digital China Cloud Technology Limited (“DCC”), and the entity or individual (the “Customer” or “you”) purchasing this license to certain Amazon Machine Images (AMIs) (the "Product"). By purchasing, accessing, evaluating or otherwise using the Product, Customer acknowledges and agrees to be bound by this Agreement. DCC may update this Agreement from time to time, and the latest version published by DCC shall prevail. If you do not accept these terms, stop using or accessing the Product immediately.

The Center for Internet Security, Inc. (CIS®) is the author and owner of the Product. The Product is being sold by DCC within the Mainland of the People’s Republic of China, excluding Hong Kong, Macao and Taiwan (the “PRC”). Whether you acquire the Product through authorized resellers, private offerings or directly through the AWS China Region cloud marketplace, this Agreement governs your licensing and use of the Product.

License

Upon purchase, DCC grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Product during the agreed-upon term specified in the relevant PO between you and DCC. CIS is the owner of all intellectual property rights in the Product, including but not limited to copyright, trademark, and all economic and moral rights (including the rights of authorship, alteration, and integrity) recognized under applicable laws and regulations, which include but are not limited to the *Regulations on the Protection of Computer Software*. Customer acknowledges and agrees that this Agreement does not transfer ownership of the Product. All rights to the Product not expressly granted in this Agreement are hereby reserved.

Support and Maintenance Services

DCC will provide technical support for the Product Monday through Friday, between 9:00 AM and 6:00 PM local time, holidays excluded. These support services are provided to you without payment of a separate fee. All requests for Product support should be sent by email to CIS.hosting@dclouds.com. Customer is not entitled to telephonic support.

Customer Responsibilities

Customer may use the Product only in connection with the Customer’s AWS instance(s), and during the time period for which you have purchased a valid license. All fees paid by Customer are non-refundable. In the event of any overdue payment, DCC reserves the right to suspend or terminate Customer’s use of the Product immediately. Customer shall not: (i) use the Product to manage additional or different equipment or instances; (ii) resell the Product or distribute or share the Product on any website, bulletin board, ftp server or other similar mechanism or device; (iii) disassemble, decompile, reverse engineer, or otherwise attempt to derive the results of

source code, methods, analysis, or all or part of the Product, except as expressly permitted by applicable law; (iv) localize, translate, adapt, or otherwise alter any software or its documentation to create a localized version of the Product; (v) engage in any act that distorts, mutilates, or otherwise modifies the Product in a manner that would be prejudicial to CIS's moral rights under the laws of the PRC or elsewhere; or (vi) remove, modify, or obscure any Product logo, copyright, proprietary or intellectual property notices, or other such marks on or within the Product.

Disclaimer

Except for expressly stated warranties and to the fullest extent permitted by current legislation, the products are provided "as is". DCC and CIS make no other warranties and expressly deny all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and any warranties arising from the course of trading or trade use. DCC does not warrant that: (A) the product will meet your requirements, (B) its use should be uninterrupted or error-free, and (C) the product will protect against all possible threats, whether known or unknown.

LIMITATION OF LIABILITY

DCC is only liable for its direct fault or direct loss in the performance of this agreement. Any liability of DCC or CIS pursuant this Agreement will be limited to the amount you paid for the license granted in this Agreement (up to 12 months' use). Neither DCC nor CIS will be liable to you for any special, indirect, incidental, punitive, exemplary or consequential damages (including, without limitation, damages for loss of use, data, business or profits, or the cost of procuring substitute products, services or other goods) arising out of or in connection with this agreement. Nothing in this Agreement is intended to affect any non-waivable statutory consumer rights.

Term and Termination

This Agreement is effective for the duration of Customer's valid paid license.

If you violate any substantive term of this Agreement and fail to correct such breach within thirty days after receiving notice of the breach, DCC may terminate this Agreement at any time. Upon termination, you shall immediately stop using this product. DCC may also suspend your use of the relevant services without terminating this Agreement during the period when you violate this Agreement, or fail to pay the due amount. Upon termination, all rights to use of the Products granted under this Agreement will immediately terminate. All outstanding payments, if any, are due and payable immediately.

Usage Restriction for Critical Infrastructure

The Product has not undergone security review or certification of the type that would be required for a product intended for use by Critical Information Infrastructure Operators (CIIOs) under the *Cybersecurity Law*. You are therefore strictly prohibited from using or deploying the Product in any environment deemed to be Critical Information Infrastructure. Any such use is at your own risk, and you hereby agree to indemnify CIS and DCC for any and all liabilities, fines, penalties or losses that may arise in connection with or related to such unauthorized use.

Personal Information Protection

Customer acknowledges and agrees that DCC will act as the Personal Information Handler, as described in the *Personal Information Protection Law* (“PIPL”), for any data collected in connection with this Agreement.

The Product will not transmit personal or sensitive data to DCC, CIS or any other person or entity, however DCC will collect and process certain Personal Information as listed below. DCC may collect and process the following categories of Personal Information as necessary for the conclusion and performance of this Agreement, and in accordance with Article 13(2) of the PIPL:

- Transaction and payment: data (e.g., name, contact details, payment account information) needed to administer this purchase and the Agreement, process payment, and to fulfill related obligations such as tax reporting
- Customer support: Information generated or provided in connection with requests for technical support, to communicate about and resolve technical issues and verify license validity

Your Personal Information will be retained only for the period necessary to fulfill the purposes described above or as required by law. DCC will employ encryption and access controls to safeguard your data. Under the PIPL, you have the right to access, copy, correct, or delete your Personal Information, and to withdraw your consent to processing. You may exercise these rights by contacting DCC at: *Room 308, 3rd Floor, Digital Tech Plaza No.9 Shangdi 9th Street, Haidian District Beijing, China* yangjbm@dcclouds.com +86-15801244729.

By purchasing or using the Product, you are providing voluntary and explicit consent for DCC to collect and process your Personal Information as described above.

Cybersecurity and legal compliance

Customer acknowledges and confirms that any individual or organization using the Internet in the People’s Republic of China is legally required: (i) to abide by the Constitution and laws, abide by public order, and respect social morality, (ii) not to endanger network security, use the Internet to engage in endangering national security, honor and interests, incite subversion of state power, overthrow the socialist system, incite secession, undermine national unity, promote

terrorism and extremism, promote ethnic hatred and ethnic discrimination, spread violent and obscene pornographic information, fabricate, disseminate false information to disrupt economic and social order, or infringe on the reputation, privacy, intellectual property rights and other legitimate rights and interests of others.

If DCC discovers that the Customer has violated any of the above legal restrictions in connection with its use of the Product, DCC may immediately terminate the license to use the Product and take other actions required by law.

If you use the Product in connection with conducting business or operating an organization that requires any licenses or filings, you represent that you have obtained all such required licenses and approvals, including but not limited to ICP filings or ICP licenses, as applicable.

Export Control

You acknowledge your obligation to understand and abide by all relevant laws relating to your purchase and use of this Product, which may include PRC technology import regulations and customs and U.S. sanctions and export control laws.

Force Majeure

DCC or CIS shall not be liable for any suspension, interruption or delay in performing its obligations under this Agreement due to earthquakes, floods, fires, storms, natural disasters, war, terrorism, armed conflict, strikes, lockouts, boycotts or other similar events beyond its reasonable control.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing. The award shall be final and binding on both parties.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements, understandings and communications between the parties with respect to the subject matter of th Agreement. Any terms or conditions contained in your purchase order or other ordering documents that are inconsistent with or conflict with the terms and conditions of this Agreement will be rejected by DCC and will be deemed invalid and have no effect.

Continued Validity

With respect to license, customer responsibility, termination, cybersecurity and legal compliance, limitations of liability, these General Terms shall survive termination of this Agreement.

Waiver and Severability

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of this Agreement or any other provision. Any waiver or modification of any provision of this Agreement shall be effective only in writing and signed by authorized representatives of the parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the fullest extent possible and the remaining provisions will continue in full force and effect.