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## END-USER LICENSE AGREEMENT

This End-User License Agreement (this "EULA") is a legal agreement between Licensee ("you" or "your") and Zenlayer Inc ("Zenlayer" or "Licensor"), the author of Zenlayer Global SD-WAN, including all HTML files, XML files, Java files, graphics files, animation files, data files, technology, development tools, scripts and programs, both in object code and source code (the "Software"), the deliverables provided pursuant to this EULA, which may include associated media, printed materials, and "online" or electronic documentation. This copy of the Software and accompanying documentation is licensed and not sold.

YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING, INSTALLING OR USING THE SOFTWARE. YOU MUST AGREE TO ALL OF THE TERMS OF THIS EULA BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, YOU MUST SELECT "DECLINE" AND YOU MUST NOT DOWNLOAD, INSTALL, USE THE SOFTWARE.

### 1. Grant of License

A) **Scope of License.** Subject to the terms of this EULA, Zenlayer hereby grants to you a royalty-free, non-exclusive and non-assignable license to possess and to use a copy of the Software.

B) **Installation and Use.** You may install and use a maximum of one (1) copies of the Software solely for your business use only.

### 2. Description of Rights and Limitations

A) **Limitations.** You and third parties you control may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.

B) **Update and Maintenance.** Zenlayer shall provide updates and maintenance on the Software on an as needed basis.

C) **Separation of Components.** The Software is licensed as a single product. Its components may not be separated for use on more than one computer (which includes, servers, cloud environments and virtual machines).

D) **Compliance with Law.** You warrants and represents that (i) you will comply with all applicable laws and regulations; (ii) You will be responsible for obtaining and maintaining all necessary licenses, permits, and approvals required by any and all governmental authorities to provide the Services to your End Users and comply with its obligations under this Agreement; and (iii) the use of Services by you will be in accordance with such licenses, permits, and approvals.

E) **Additional Requirements for Usage of Cross-Border Network to P.R.China.**

- The usage of cross-border network shall comply with all laws and regulations in China.

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- You need to submit all necessary documents or information to verify your identity (five factors);
  - You need to accept the Letter of Acceptance for Accessing the Telecommunications Network.

F) **Service Terms.** You could check the rights and restrictions for particular services located at <http://www.zenlayer.com/acceptable-use-policy> (and any successor or related locations designated by Zenlayer), as may be updated by Zenlayer from time to time.

**3. Title to Software.** Zenlayer represents and warrants that it has the legal right to enter into and perform its obligations under this EULA, and that the use of Software by you, in accordance with the terms of this EULA, will not infringe upon the intellectual property rights of any third parties.

**4. Intellectual Property.** All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Zenlayer. The Software is protected by all applicable copyright laws and international treaties.

**5. Data Protection.** In the performance of its obligations hereunder, Zenlayer shall comply with Exhibit A all of which is incorporated herein by reference.

**6. Support.** Zenlayer will provide phone support, 7\*24\*365.

**7. Duration.** This EULA is effective until terminated or until:

- A) Automatically terminated or suspended if you fail to comply with any of the terms and conditions set forth in this EULA, with prior notice to You of at least 30 days; or
- B) Terminated or suspended by Zenlayer, with or without cause, with prior notice to You of at least 30 days.

In the event this EULA is terminated, you must cease use of the Software and destroy all copies of the Software.

**8. Jurisdiction.** This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in courts located in Los Angeles, CA, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.

**9. Non-Transferable.** This EULA is not assignable or transferable by you, and any attempt to do so would be void.

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**10. Severability.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

**11. WARRANTY DISCLAIMER.** ZENLAYER, AND AUTHOR OF THE SOFTWARE, HEREBY EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACCEPTS ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE.

ZENLAYER MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENT OR OPERATE UNDER YOUR SPECIFIC CONDITION OF USE. ZENLAYER MAKES NO WARRANTY THAT OPERATION OF THE SOFTWARE WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

**12. LIMITATION OF LIABILITY.** ZENLAYER SHALL NOT BE LIABLE TO YOU, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE, DAMAGES, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL LICENSOR'S AGGREGATE LIABILITY TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE, EXCEED THE FINANCIAL AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL NOT APPLY WITH RESPECT TO ZENLAYER'S OBLIGATIONS UNDER SECTION 5 AND APPENDIX A (INFORMATION SECURITY REQUIREMENTS).

**13. Entire Agreement.** This EULA constitutes the entire agreement between Licensor and Licensee and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

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For additional information regarding this EULA, please contact:

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Diamond Bar, CA 91765  
[legal@zenlayer.com](mailto:legal@zenlayer.com)

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## Appendix – ZENLAYER GLOBAL SD-WAN

### 附录 – ZENLAYER云网络

This Appendix governs the provision of Zenlayer Global SD-WAN Services (“Services”), as specified below.  
本附录适用于下述Zenlayer云网络服务（“服务”）的约定。

#### 1. SERVICE DESCRIPTION.

服务说明。

Zenlayer Global SD-WAN is Zenlayer’s software-define network (SDN) that connects to the global public cloud, where physical resources rely on the global backbone network established and operated by Zenlayer. Zenlayer Global SD-WAN platform includes core controller, edge controller, and service switches. This Appendix is only applicable to Zenlayer’s Global SD-WAN that connects to the global public cloud, which does not include the “last mile” connection to Customer’s system or equipment. Through the system platform, Customers can configure and manage their network within Zenlayer network and immediately turn up the Services at their fingertip. Also, Zenlayer Global SD-WAN has multiple access point for different public cloud providers, data centers, and private cloud providers, where Customers can quickly and conveniently establish connection with public clouds through Zenlayer’s Global SD-WAN.

Zenlayer云网络是依靠Zenlayer搭建和运营的全球骨干网通过软件定义网络(SDN)连接全球公有云的服务。Zenlayer云网络包含了核心控制器、边缘控制器以及服务交换机。本附录仅适用于连接全球公有云的Zenlayer云网络，不包含接入客户系统或设备的“最后一公里”部分。通过系统平台，客户可以配置和管理其在Zenlayer购买的网络并立即开通Zenlayer云网络服务。同时，Zenlayer云网络已经连通多家公有云、数据中心及私有云的多个接入点，客户可以通过Zenlayer云网络立即打通并接入公有云。

#### 2. ACCEPTANCE PERIOD.

验收期。

The Acceptance Period is two (2) business days for Zenlayer Global SD-WAN Services.  
Zenlayer云网络服务的验收期为两（2）个工作日。

#### 3. PAYMENT TERMS AND FEE CALCULATION.

付费条款及费用计算。

All Charges for Zenlayer Global SD-WAN Services will be invoiced in accordance with the terms specified in the Agreement.

Zenlayer云网络的整体服务费将会依照本协议发出的账单为准。

##### 3.1. Pricing Method.

计费方式。

##### 3.1.1. 95/5 Burstable Billing Calculation. Per A-end to Z-end, all traffic shall be sampled in a five (5) minute interval. The usage unit per second (“Megabits per second” or “Mbps”) shall be calculated based on the 95<sup>th</sup> Percentile Bandwidth Utilization” or “burstable billing” formula (commonly referred to as “95/5” or “95<sup>th</sup> Percentile Rule”), and shall be defined as follows:

95/5突发性计费计算。每个A端到Z端的所有流量将以每五分钟的间隔进行采样。每秒使用单位（“每秒兆位”或“Mbps”）应根据“第95百分位带宽利用率”或“突发性计费”公式（通常称为“95/5”或“第95百分位规则”）计算且定义如下：

- a) Zenlayer’s internal bandwidth flow management will sample (record a data point reflecting how much bandwidth Customer or End User is utilizing at that particular instance) both inbound and outbound traffic for each Service connection every five (5) minutes and store those samples for one (1) month.

Zenlayer内部的带宽流表管理系统将每五（5）分钟对每个服务连接的入站和出站流量进行采样（记录反映客户或最终用户在该特定实例中使用带宽量的数据点）并将这些样本存储一个月。

- b) At the end of the month, all data samples for inbound and outbound traffic (separately) are collected and sorted from highest to lowest individually. The highest 5% of each of the inbound and outbound data sets are discarded, and the next highest remaining data sample on either the inbound or outbound data set is the “95<sup>th</sup> Percentile” number. For purposes of clarity, it is the larger of the inbound or outbound 95<sup>th</sup> percentile data point that is used as the basis for computation for that particular month of Service.

在月底时，入站和出站（分别）的所有数据样本将被汇总并从最高到最低分别进行分类。每个入站和出站数据集的前5%部分将被丢弃，入站或出站数据集中的下一个剩余的最高数据样本即为“第95百分位数”。为清楚起见，“第95百分位数”是入站或出站第95百分位数据点中较大的一个，被用作该特定服务月份的计算基础。

- c) The following is the formula based on a thirty-day month for a single Customer ordered Service for each inbound and outbound:

计算30天的单个客户服务每次入站和出站的公式如下：

$$\begin{aligned} & \left( \frac{1 \text{ Sample}}{5 \text{ Minutes}} \right) \times \left( \frac{60 \text{ Minutes}}{1 \text{ Hour}} \right) \times \left( \frac{24 \text{ Hour}}{1 \text{ Days}} \right) \times \left( \frac{30 \text{ Days}}{1 \text{ Month}} \right) = \\ & 8,640 \frac{\text{Maximum Total Sample}}{\text{Month for Each Inbound and Outbound}} \\ & \left( \frac{1 \text{ 样本}}{5 \text{ 分钟}} \right) \times \left( \frac{60 \text{ 分钟}}{1 \text{ 小时}} \right) \times \left( \frac{24 \text{ 小时}}{1 \text{ 天}} \right) \times \left( \frac{30 \text{ 天}}{1 \text{ 月}} \right) = 8,640 \frac{\text{最大样本总数}}{\text{每个入站和出站的月份}} \end{aligned}$$

- d) 5% of 8,640 Maximum Samples per Month of each inbound and outbound = 432 Samples per Month discarded for each inbound and outbound. The highest remaining data sample in either the inbound or outbound data set would be the 95<sup>th</sup> Percentile.

每月每次入站和出站8,640个最大样本的5% = 每月432个被丢弃的每次入站和出站的样本。  
入站或出站数据集中剩余的最高数据样本将是第95百分位数。

- 3.1.2. Customer Commit Flexibility. Customer may at any time, after placing an order, give Zenlayer notice of its intention to select a higher minimum commitment level. If the Zenlayer receives notice before the fifteenth (15<sup>th</sup>) day of the month, the change will occur on the first day of the next billing month. If Zenlayer receives notice after the fifteenth (15<sup>th</sup>) day of the month, the change will occur on the first day of the second billing month following the month in which Zenlayer received notice. Notwithstanding anything to the contrary in the Agreement or its appendices, in the event that Customer wants to decrease the minimum commitment level, Customer shall, after getting the confirmation from Zenlayer, terminate the existing minimum commitment and place a new order.

客户承诺用量调整。 客户可以在下单后随时向Zenlayer发出通知，告知其有意选择更高的最低承诺用量标准。如果Zenlayer在当月的第十五（15）日之前收到通知，有关变更将在下一个计费月的第一天生效。如果Zenlayer在当月的第十五（15）日之后收到通知，则有关变更将在Zenlayer收到通知的月份之后的第二个计费月的第一天生效。无论本协议或其附录中是否有相反规定，若客户要求调低最低承诺用量标准，经Zenlayer同意后，客户需要终止现有最低承诺用量，重新下单。

#### 4. SERVICE LEVEL AGREEMENT.

服务水平协议。

- 4.1. Service Availability Guarantee. This Service Level Agreement (“SLA”), which includes service availability guarantee and compensation, is only applicable to Zenlayer Global SD-WAN PoP to PoP service.

服务可用性保证。 此服务水平协议（SLA）包括服务可用性保证和补偿，但仅适用于Zenlayer云网络PoP到PoP的服务。

- (a) For Private Connect - Single Unprotected Virtual Backbone Circuit, Zenlayer shall maintain a monthly availability for Service of 99.50%, or approximately no more than 219 minutes downtime in one (1) calendar month.

对于专线-单线不带保护，Zenlayer应保持每月服务可用性为99.50%，或在一个自然月内大约不超过219分钟的停机时间。

- (b) For Private Connect - Single Protected Virtual Backbone Circuit and Cloud Router Service, Zenlayer shall maintain a monthly availability for Service of 99.90%, or approximately no more than 44 minutes downtime in one (1) calendar month.

对于专线-单线带保护和Cloud Router业务，Zenlayer应保持每月服务可用性为99.90%，或在一个自然月内大约不超过44分钟的停机时间。

- (c) For Private Connect - Dual Unprotected Virtual Backbone Circuit, Zenlayer shall maintain a monthly availability for Service of 99.90%, or approximately no more than 44 minutes downtime in one (1) calendar month.

对于专线-双线不带保护，Zenlayer应保持服务的每月可用性为99.90%，或在一个自然月内大约不超过44分钟的停机时间。

- (d) For Private Connect - Dual Protected Virtual Backbone Circuit, Zenlayer shall maintain a monthly availability for Service of 99.95%, or approximately no more than 22 minutes downtime in one (1) calendar month.

对于专线-双线带保护，Zenlayer应保持服务的每月可用性为99.95%，或在一个自然月内大约不超过22分钟的停机时间。

Note: Dual Virtual Backbone Circuit shall mean connecting to different virtual circuits via dual Zenlayer device ports.

备注：双线专线方案是指通过接入Zenlayer两个不同的设备端口连接到两条不同的虚拟专线。

- 4.2. Measurement of Service Level. Service Level shall be measured by the minute., End User is unable to establish connection through the vLL access ports with multiple and consecutive tries during any 60 seconds, then that minute shall be counted toward downtime.

服务水平评估方式。服务水平是按分钟评估。在任何60秒内最终用户无法通过vLL访问端口多次连续尝试建立连接，则该分钟将视为服务中断。

- 4.3. Service Level Credits.

服务水平赔偿标准。

The charts below set forth the Service Level Credits. (Actual service availability is stated in the left column, and the corresponding service credit ratio to the Monthly Recurring Charge (“MRC”) of the effected Service will be found on the right column.)

下图设置了服务水平赔偿标准。（左栏为实际服务可用性，右栏为对应受影响服务的月服务费的赔偿比例。）

The amount and ratio of credit shall only apply to the affected Service, and the credit shall only be calculated upon the MRC of the affected Service.

服务赔偿及比例只适用于受影响的服务，也仅针对受影响服务的月服务费来计算。

- 4.3.1. For Private Connect - Single Unprotected Virtual Backbone Circuit:

专线-单线不带保护:

Service AVAILABILITY % per calendar month 服务每月可用性%	Unavailability Duration Approximation (for reference only) 不可用性持续时间 (仅供参考，以实际计算为准)	Amount of Credit (% of MRC) 赔偿标准 (月服务费的%)
≥ 99.50%	Up to 3.6 hours 不超过3.6小时	N/A 不适用

< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours 超过3.6 小时，但不超过8小时	5%
< 98.90% and ≥ 98.50%	More than 8 hours and up to 11 hours 超过8小时，但不超过11小时	10%
< 98.50%	More than 11 hours 超过11小时	20%

4.3.2. For Private Connect - Single Protected Virtual Backbone Circuit and Cloud Router Service:

对于专线-单线带保护和Cloud Router 业务:

Service AVAILABILITY % per calendar month 服务每月可用性%	Unavailability Duration Approximation (for reference only) 不可用性持续时间 (仅供参考，以实际计算为准)	Amount of Credit (% of MRC) 赔偿标准 (月服务费的%)
≥ 99.90%	Up to 44 minutes 不超过44分钟	N/A 不适用
< 99.90% and ≥ 99.50%	More than 44 minutes and up to 3.6 hours 超过44分钟，但不超过3.6小时	5%
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours 超过3.6小时，但不超过8小时	10%
< 98.90%	More than 8 hours 超过8小时	20%

4.3.3. For Private Connect - Dual Unprotected Virtual Backbone Circuit:

对于专线-双线不带保护:

Service AVAILABILITY % per calendar month 服务每月可用性%	Unavailability Duration Approximation (for reference only) 不可用性持续时间 (仅供参考，以实际计算为准)	Amount of Credit (% of MRC) 赔偿标准 (月服务费的%)
≥ 99.90%	Up to 44 minutes 不超过44分钟	N/A 不适用
< 99.90% and ≥ 99.50%	More than 44 minutes and up to 3.6 hours 超过44分钟，但不超过3.6小时	5%
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours 超过3.6小时，但不超过8小时	10%
< 98.90%	More than 8 hours 超过8小时	20%

4.3.4. For Private Connect - Dual Protected Virtual Backbone Circuit:

对于专线-双线带保护:

Service AVAILABILITY % per calendar month 服务每月可用性%	Unavailability Duration Approximation (for reference only) 不可用性持续时间 (仅供参考，以实际计算为准)	Amount of Credit (% of MRC) 赔偿标准 (月服务费的%)
≥ 99.95%	Up to 22 minutes 不超过22分钟	N/A 不适用
< 99.95% and ≥ 99.50%	More than 22 minutes and up to 3.6 hours 超过22分钟，但不超过3.6小时	5%
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours 超过3.6小时，但不超过8小时	10%
< 98.90%	More than 8 hours 超过8小时	20%

4.4. Service Credit Application. To apply for a Service Level Credit, Customer must submit a service level credit application (“Application”) to Zenlayer in writing thirty (30) days after the affected calendar month.

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The Application must include the specific date, time, and duration of the Service unavailability, as well as the Application list the user's administrative person, contract number, origination and destination route, source and destination IP Addresses, and a traceroute from the source address (if applicable).

服务水平赔偿申请。向Zenlayer提出赔偿申请时，客户必须在服务受影响之日起30日内以书面形式向Zenlayer提交服务赔偿申请（“申请书”）。申请书必须列出服务中断日期、时间及受影响时段。另，申请书必须包括账户管理员名称、合同代码、服务A端及Z端，IP地址的来源和目的地，以及源地址中的traceroute（如适用）。

4.4.1. The formula for Actual Availability shall be as follows:

实际可用性的计算方式：

$$\left(\frac{T - U}{T}\right) \times 100\% = \text{Actual Availability}$$

$$\left(\frac{T - U}{T}\right) \times 100\% = \text{实际可用性}$$

T = Total Minutes per Month

T = 每月总分钟数

U = Unavailability Duration (round up to the nearest minutes)

U = 不可用性时间（至最近的分钟）

4.4.2. The credit shall be calculated by referencing the records held by Zenlayer.

服务赔偿的计算应以Zenlayer提供的记录为准。

4.5. Exclusions from Service Level Credit. Zenlayer shall not provide Service Level Credit if the unavailability is due to:

赔偿不适用的情况。因以下原因导致的服务中断或不可用，Zenlayer不提供服务赔偿：

- a) Emergency or scheduled maintenance;  
紧急或定期维护；
- b) Force Majeure;  
不可抗力；
- c) Action or omission by Customer, End User, or others authorized by Customer, directly or indirectly affected the service level;  
服务中断是因客户、最终用户或客户授权者的行为或是不作为而直接或间接影响服务水平的；
- d) Customer initiated system upgrades or user-end application usage or installation;  
客户启动的系统升级或用户端的应用程式的使用或安装；
- e) Suspension or termination of Service in accordance with the Agreement; or  
根据主协议暂停或终止服务；或
- f) Failure of power, facilities, equipment, systems or connections not provided by Zenlayer or its affiliates.  
非Zenlayer或其关联公司的电力、设备、设施、系统或连接故障所导致的。

4.6. Zenlayer's Rights. Zenlayer reserves the right to update the SLA from time to time. If Zenlayer changes or modifies the SLA ("new SLA"), Zenlayer will provide a minimum of thirty (30) days' notice to Customer through an e-mail address provided by Customer. If Customer does not agree with the changes, Customer has the right to terminate the affected Service prior to the effective date of the new SLA. If Customer continues to utilize the affected Service after the effective date of the new SLA, the new SLA shall be deemed accepted, and Customer thus waives the right provided under this Section 5.6. to terminate the Service.

Zenlayer 权利。Zenlayer保留随时更新SLA的权利。如果Zenlayer更改或修改了SLA（“新SLA”），Zenlayer将通过公开网络发布或电子邮件向客户提供至少三十（30）天的通知。如客户不同意更改，则客户有权在新SLA生效日期之前终止受影响的服务。客户在新SLA生效日期之

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后继续使用受影响的服务视为客户接受新SLA并放弃根据此协议第4.6.条款提供的终止服务的权利。

5. **Language.** This Appendix was drafted in English. The Chinese translation is for reference only. If there are any discrepancies between the English text and the Chinese translation, the English shall prevail.  
语言。本附录原以英文起草。中文翻译仅供参考。如中文翻译与英文原文有任何不一致，以英文原文为准。