

YouCloud Service Agreement

Party A:

Party B: YOUMI TECHNOLOGY CO., LTD

YouCloud Service Agreement

This *YouCloud Service Agreement* ("Agreement") is entered into in Panyu District, Guangzhou City:

Party A:

Party B: YOUMI TECHNOLOGY CO., LTD

WHEREAS:

1. Both Party A and Party B are legally registered, operating, and validly existing companies, or individuals with full capacity for civil conduct, or other legal entities. Both parties have the right to enter into this Agreement and the ability to perform their obligations hereunder.

2. YouCloud products are mobile advertising data analysis service products exclusively developed by Party B. Composed of multiple functional modules, YouCloud products include a series of sub-products such as advertising placement intelligence, advertising material tools, advertising placement platforms, and marketing asset management. They cover mobile advertising intelligence data services, e-commerce advertising marketing analysis, placement platforms, and digital asset management platforms. By providing multi-dimensional marketing big data services and tools, YouCloud builds an intelligent engine for digitalization of enterprise marketing, helping enterprises improve the digital efficiency of the entire marketing link from market insight, product decision-making, marketing strategy, creative content to promotion execution, and realize intelligent business decisions, marketing content production, and digital asset management.

Through friendly negotiations and based on the principle of mutual benefit, both parties hereby reach the following agreement regarding Party A's purchase of YouCloud product services from Party B, which shall be jointly abided by both parties:

Article 1 Cooperation Content

1.1 Party A agrees to purchase YouCloud product services. Party B shall provide Party A with YouCloud account membership rights and services according to the YouCloud product service package selected by Party A, and Party A shall pay the corresponding fees.

1.2 The description of the functional services of Party B's YouCloud products shall be subject to the service function descriptions and usage rules published on Party B's official website in real time(URLs: appgrowing.cn/ appgrowing.net/ youshu.youcloud.com/ goodsfox.com/ creativemanager.youcloud.com/). The product service modules purchased by Party A this time and the corresponding service fees shall be subject to the attachment.

1.3 Both parties confirm that during the cooperation, they may use the email, addresses, etc. agreed upon in the contract attachments as communication tools for document transmission, notifications, and communications related to this Contract. The document transmission records, communication records, etc. generated in this way shall have legal effect.

Article 2 Service Term

2.1 The service term shall commence from the date on which Party B activates the YouCloud product service membership account for Party A in accordance with Party A's request after receiving the service fee. The specific service term shall be subject to the attached order signed by both parties.

2.2 After the expiration of the service term, both parties may extend the validity of this Agreement by updating Attachment 1 Order or signing a supplementary agreement through the contact email confirmed in this Agreement.

Article 3 Fee Settlement

3.1 Implementation of the "prepayment before activation" method:

3.1.1 Party A shall, within five (5) business days after the signing of this Contract, pay Party B the membership service fee corresponding to the YouCloud product service functions selected by Party A. Upon receipt of the full payment, Party B shall activate the corresponding service functions for Party A as requested. Party B's acknowledgment of receipt of payment from either Party A or a third party authorized by Party A shall be deemed as Party A's performance of the payment obligation under the Contract..

3.1.2 If Party A needs to upgrade its service functions, Party A shall pay Party B the service fee corresponding to the proposed upgraded service functions after confirmation (the fee shall deduct the service fee corresponding to the unused period of the original service functions). Party B shall upgrade the corresponding service functions for Party A in accordance with Party A's request after receiving the full payment. The service term shall be recalculated from the date of activation of the upgraded service.

3.2 Invoices:

3.2.1 After receiving the payment, Party B shall issue a special VAT invoice/ordinary VAT invoice of the corresponding amount to Party A (invoice content: technical service fee), and send the electronic invoice to Party A's receiving email. For data product services purchased in the current month, Party A shall promptly provide invoice information and complete the invoice application within the next month.

3.2.2 If Party A is an individual, only ordinary VAT invoices with Party A's personal name or the company name designated by Party A can be issued. If Party A is an individual and requests to issue a special VAT invoice

with the company name designated by Party A, the company designated by Party A shall provide a entrustment payment letter with the official seal.

3.3 The information of the receiving account designated by Party B is as follows:

Account Name: Youmi Technology Co., Ltd.

Bank Name: China Construction Bank Guangzhou Panyu Haolong Sub-branch

Account Number: 44001530047052501384

Article 4 Rights and Obligations of Party A

4.1 Upon payment of the corresponding fees as stipulated in the Contract, based on the selected products, Party A shall enjoy the YouCloud account membership service rights and interests. The membership rights and interests of different product versions shall be subject to the corresponding product introductions on YouCloud's official website. The usage of Party A's membership account shall be subject to the statistics recorded by the YouCloud system.

4.2 The YouCloud account membership service is an online product and virtual product. The membership service fee is the price of the online product corresponding to the membership service purchased by Party A, and is not of the nature of advance payment, deposit, down payment, or debit card. Once the membership service is activated, it is non-refundable, unless Party B's fundamental breach of contract results in the failure to achieve the purpose of the Contract. If the unavailable duration of the account membership service reaches 0.5 days or more due to Party B and the YouCloud product itself, Party B shall extend the service term for Party A by 3 times the unavailable duration. The compensation duration shall be calculated in days. If the cumulative unavailable duration of the membership service reaches 7 days or more, Party A has the right to require Party B to compensate 3 times the unavailable duration or terminate this Agreement. The unavailable duration shall be subject to the actual situation that Party A cannot normally log in and use the main functions, which is confirmed by Party B after Party A's written notification. If Party A chooses to terminate this Agreement, Party B shall refund the membership fee corresponding to the unused service term (the refund base shall be based on the actual amount paid by Party A, and the free gift duration shall not be included in the refund calculation).

4.3 The scope of compensation or refund mentioned in 4.2 of this Contract shall not apply to the unavailability of services caused by the following reasons:

4.3.1 Caused by network or equipment failures or configuration adjustments other than the equipment belonging to YouCloud;

4.3.2 Caused by hacking attacks on Party A's equipment or network;

4.3.3 Caused by the loss or leakage of data, passwords, etc. due to Party A's improper maintenance or insufficient confidentiality;

4.3.4 Caused by Party A's negligence or operations authorized by Party A;

4.3.5 Caused by Party A's failure to follow the usage rules of Youmi Cloud products;

4.3.6 Caused by the suspension or termination of services due to Party A's violation of 4.4 or 5.5 of this Contract;

4.3.7 Short-term service interruption caused by the normal maintenance and upgrade of YouCloud products as described in this Contract;

4.3.8 The suspension/restriction of account access, data return, and/or changes in data indicators by third-party systems such as media delivery platforms when using the intelligent delivery function module;

4.3.9 Service interruption or suspension caused by abnormal services of third-party network service providers or basic cloud service providers;

4.3.10 Caused by force majeure.

4.4 The ownership of the YouCloud account belongs to Party B, and Party A only has the right to use the YouCloud account. The YouCloud account is limited to Party A's use. Party A shall ensure the legitimate and compliant use of Party B's YouCloud product services and bear legal responsibility for all actions in the process of using YouCloud services. Party A is obligated to properly keep its service account and password and abide by the following rules 4.4.1-4.4.6. Otherwise, Party A shall bear all consequences and losses arising from the inability to use the YouCloud product account (including but not limited to account freezing, cancellation) or during use.

4.4.1 It is prohibited to donate, lease, transfer, lend, sell, or license the YouCloud product account to a third party or share the account with a third party for fee or free of charge in any way;

4.4.2 It is prohibited to collect or store any data of Party B's products using technologies such as web crawlers;

4.4.3 It is prohibited to access from IP addresses originating from cloud service providers, computer room networks, etc.;

4.4.4 It is prohibited to engage in other behaviors that endanger the security of Party B's systems and data;

4.4.5 It is prohibited for Party A to use Party B's services for illegal purposes;

4.4.6 It is not allowed to violate the usage rules specified in this Contract and its attachments,

supplementary agreements, and the usage rules and policies published by Party B.

4.5 Party A shall not provide or allow any third party to use all data, charts, or reports obtained from YouCloud product services. If Party A needs to use the above data, charts, or reports in its public industry reports or sharing, Party A shall indicate that the above data, charts, or reports are all from specific YouCloud products (such as App Growing, YoumiYoushu, etc.), and Party B reserves the final interpretation right for the above data, charts, or reports.

4.6 If Party A involves the use of YouCloud Creative Hub product, Party A acknowledges that Creative Hub is a digital asset management platform (DAM) launched by YouCloud for content marketing teams, helping content marketing teams achieve full-link management from inspiration accumulation, task tracking, material storage, delivery distribution, material review, to team performance. The YouCloud Creative Hub product provides Party A with functions such as material upload and classification management. Party A shall ensure that it has legal copyright or obtained corresponding authorization for the uploaded content and shall be responsible for the legality of the uploaded content. If legal liabilities arise due to the uploaded content infringing upon the legitimate rights and interests of third parties or violating relevant legal provisions, Party A shall bear them independently and compensate Party B for the losses suffered thereby.

4.7 During the validity period of this Contract and within one year after the termination of the Contract, Party A and its employees shall not employ any employees of Party B who have provided services to Party A in any way, nor recommend employees of Party B to any third party.

Article 5 Rights and Obligations of Party B

5.1 Party B shall provide Party A with the user manual of YouCloud product services and activate the corresponding membership account function permissions in accordance with the provisions of this Contract.

5.2 Party B shall make its best efforts to ensure the normal and stable operation of YouCloud product services. For the smooth and stable operation of the services, Party B needs to conduct regular or irregular shutdown maintenance, upgrades, and updates of product servers. If the use of Party A is temporarily affected thereby, it shall not be deemed as Party B's breach of this Agreement. Party B shall notify Party A in writing in advance and is obligated to try its best to avoid service interruption or limit the interruption time to the shortest possible. If the cumulative impact duration exceeds 24 hours, it shall be handled in accordance with the provisions of 4.2.

5.3 Party B guarantees that the data statistics (including data, charts, or reports) provided by YouCloud product services are legally collected and processed by Party B or authorized by third parties for Party B to provide the above services through YouCloud products. For the avoidance of doubt and to protect Party A's right to know,

5.4 In accordance with the requirements of relevant data laws, without prejudice to Party A's legitimate rights and legal use, Party B shall store Party A's registration information, consumption information, and other information on its platform servers (if Party A involves the use of YouCloud Creative Hub product, Party B will adopt a hybrid cloud deployment solution to store and analyze the content uploaded by Party A in the process of using YouCloud Creative Hub). However, Party B shall ensure information security in accordance with relevant laws and regulations and shall not disclose it to third parties without Party A's written consent. After the Contract expires, and without violating the regulatory requirements of relevant laws and regulations (such as the retention period of specific information, etc.), Party B shall clear the above-mentioned information of Party A.

5.5 Party B has the right to stop the illegal use of YouCloud accounts. If Party B discovers that Party A has violated laws, regulations, policies, government agency requirements, or third-party rights, or violated the provisions of this Contract during the use of YouCloud product services, Party B has the right to interrupt or terminate the provision of YouCloud product services under this Contract to Party A at any time (the services include but are not limited to paid and free services) without bearing any responsibility to Party A, and the losses arising therefrom shall be borne by Party A independently.

5.6 Party B has the right to adjust part or all of the YouCloud account membership rights and/or service content based on changes in laws, regulations, and regulatory policies, operational strategy adjustments, user needs, and other factors (including but not limited to changing, adding, replacing, optimizing part of the membership rights and/or service types, membership packages, and service charging standards, membership names and/or rights rules, adding or changing additional paid content and/or rules, adjusting and optimizing part of the product functions, etc.). For the aforementioned adjustments, YouCloud shall notify in advance through the website service page or other reasonable methods. At the same time, Party B shall try its best to reduce the adverse impact of the aforementioned adjustments on Party A's existing membership rights and interests. If additional paid content is added or changed, Party A has the right to independently decide whether to purchase such services according to its own needs. If Party A agrees to purchase, both parties shall agree through a supplementary agreement.

5.7 During the use of YouCloud account membership services, Party A may obtain or receive various virtual products provided by Party B such as points, credits, coupons, and memory capacity through recharge. The aforementioned virtual products can only be used for the specified purposes announced through official YouCloud channels and are subject to restrictions such as usage period and method (such as consistent with the account validity period). They cannot be returned, exchanged for cash, transferred, sold, exchanged, mortgaged, etc., and will be deducted and consumed when used. The specific usage rules shall be subject to the display or explanation on YouCloud's service page.

Article 6 Intellectual Property Rights and Confidentiality

6.1 Party B shall enjoy all rights and interests such as ownership and intellectual property rights of YouCloud products. The effectiveness and performance of this Contract shall not constitute the transfer or waiver of the above rights or interests by Party B. Party A obtains the right to use the products in accordance with this Contract and may only use Party B's products within the scope of this Contract. All rights or interests involved in Party B's products (including but not limited to patents, trademarks, copyrights, trade secrets, data rights and interests, etc.) belong to Party B or the original right holders. Party A shall not engage in any form of copying, imitating, distributing, licensing, or other acts that infringe upon the relevant data products and software copyrights of Party B, nor disclose or transfer part or all of the product services obtained from Party B based on this Contract to any individual, enterprise, or other third party, otherwise it shall be deemed a breach of contract. All rights and interests including ownership and intellectual property rights of the content uploaded by Party A through the YouCloud Creative Hub product belong to Party A, and Party B may use it for the purposes agreed in this Contract.

6.2 To better perform this Contract and highlight the friendly cooperative relationship between both parties, Party A agrees that Party B may use it as an excellent customer case on YouCloud, official product websites, official accounts, and promotional materials to indicate that Party A is or has used YouCloud products.

6.3 To protect Party A's data security, Party B will adopt industry-standard security protection measures, to ensure the security of account login and data storage through security technologies, account data isolation, strict access rights, and other methods.

6.4 To enable Party B to provide Party A with more comprehensive, accurate, and objective data analysis services, Party A agrees that Party B may collect the advertising information launched by Party A through public channels through legal channels and means for legal purposes and use it to provide advertising data analysis and display on Party B's website. (If Party A involves the use of YouCloud Creative Hub product, to better help Party A's content marketing team achieve the full-link management function of "from inspiration accumulation, task tracking, material storage, delivery distribution, material review, to team performance", during Party A's use of YouCloud Creative Hub, Party A authorizes Party B to store and conduct data analysis on the content uploaded by Party A, and authorize access to the official API of advertising delivery media platforms and editing software.) Party B undertakes not to tamper with or distort the advertising information. If it is confirmed that Party A has suffered actual losses due to the acts of Party B clearly stated in this article, Party A has the right to require Party B to delete it in writing and Party B shall bear legal responsibility.

6.5 Party B undertakes to keep confidential the data and information provided by Party A during the validity period of this Contract. Except for the purpose of achieving this Contract, Party B will not publish, disclose, or transfer Party A's information to any third party without legal provisions or Party A's written permission.

6.6 Party A shall keep confidential the content of this Contract and the confidential information of Party B such as quotation information and personnel information provided by Party B to Party A. Without Party B's written consent, Party A and its employees shall not disclose, leak, disseminate, or transfer them to any third party in any way.

6.7 Considering that Party B is an independent third-party data analysis platform, data errors or delays may occur due to technical factors (such as sampling statistical analysis), data compliance requirements of media platforms (such as desensitization of part of the data), etc., and the product content is for reference only. (If Party A involves the use of YouCloud Creative Hub product, Party A acknowledges that the data attribution function provided by YouCloud Creative Hub is realized based on the return of placement data of third-party media platforms and the data analysis model independently developed by Party B. Due to the platform policy impact of third-party media platforms and the objective situation of data transmission delays, the data attribution function is for reference only.)

6.8 This clause shall not become invalid upon the expiration of the service period of this Agreement.

第一条 违约责任

Article 7 Liability for Breach of Contract

7.1 If either party breaches this Contract, the non-breaching party has the right to require the breaching party to bear the liability for breach of contract. The liability arising therefrom shall be borne by the breaching party. If the non-breaching party suffers losses, the breaching party shall compensate for them. All compensations under this Agreement shall be limited to the total contract amount.

7.2 If the account service is not activated as stipulated in the Contract due to the reasons of Party B, Party A has the right to require Party B to continue performing the Contract and compensate for Party A's actual losses. If Party A fails to make payment within the time stipulated in the Contract, Party A shall bear the legal liabilities and consequences of the suspension or termination of services. For each day of delay, Party A shall pay 0.1% of the overdue unpaid items to Party B as liquidated damages, and shall also bear the relevant expenses such as attorney fees, travel expenses, and investigation and evidence collection fees incurred by Party B for collecting the payment.

7.3 Due to force majeure events that cannot be reasonably controlled, unforeseen, or unavoidable even if foreseen by both parties (such as war, tsunami, flood, earthquake, network virus or hacking attacks recognized by government agencies, telecommunications line failures, power outages, network failures, basic cloud server failures, natural disasters, etc.), which cause either or both parties to be unable to perform, delay the performance of this Contract, or fail to achieve the purpose of the Contract, neither party shall be liable for the delay or breach of

performance of their respective obligations under this Agreement.

7.4 If other clauses of this Contract specifically stipulate the breach of contract and liability for breach of contract by one party, and the provisions of that clause are different from those of this article, the provisions on breach of contract and liability for breach of contract stipulated in other clauses shall prevail.

7.5 Without legal reasons or the reasons agreed in this Agreement, neither party has the right to unilaterally terminate this Agreement. Otherwise, it shall compensate the other party for the direct economic losses suffered due to the failure to fully perform this Agreement.

Article 8 Prohibited Clauses

8.1 If an employee of either party directly or indirectly requests the other party to provide any form of improper benefits in any way, the requested party shall immediately notify the other party.

Article 9 Dispute Resolution

9.1 The validity, interpretation, execution, jurisdiction, and dispute resolution of this Contract shall be governed by the laws of the People's Republic of China (excluding Hong Kong, Macao, and Taiwan). Any dispute arising from this Contract or in connection with this Contract and the attached order shall be resolved through friendly negotiations between both parties. If the negotiation fails, a lawsuit shall be filed with the people's court where this Contract is signed.

Article 10 Others

10.1 If any clause or clauses contained in this Contract are deemed invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect the validity of any other clauses in this Contract and the entire Contract. This Contract shall be deemed as never containing such clauses, and other clauses of the Contract shall remain valid.

10.2 This contract and the rights and obligations hereunder shall not be transferred by either party unilaterally in any way unless agreed in writing by all parties through friendly negotiations.

10.3 Each party shall pay the taxes related to this Contract in accordance with the provisions of the currently effective tax laws and regulations of the People's Republic of China.

10.4 This Contract is made in duplicate, with each party holding one copy, which has the same legal effect. It shall take effect from the date of signature and seal by both parties. The scanned copy of this Contract has the same

legal effect as the original.

(No text below)

Party A (Seal):

Party B (Seal): Youmi Technology Co., Ltd.

Authorized Representative (Signature):

Authorized Representative (Signature):

Date of Signing: Year Month Day

Attachment 1: Order Information of YouCloud products
1、YouCloud product service modules and fees:

NO.	YouCloud service modules	Product Version	The number of main accounts	The number of sub-accounts	Account Validity Period	Sum (\$)
1	Creative Hub				365 days from the date of activation	
Total(excluding tax)		---	---	---	---	

Note:

1. The main account of the YouCloud product does not support multiple people to be online simultaneously. It has the management authority over its sub-accounts. The opening time of the main account is the same as that of its sub-accounts. Sub-accounts cannot be purchased separately.

2. All the above order information of YouCloud products is extracted from the official website of YouCloud. In case of any inconsistency between the number of accounts, price, or validity period of YouCloud products and the official website information at the time when Party A actually pays to purchase YouCloud products, the official website information at the time of actual subscription shall prevail.

3. Special Instructions for Youmi Youshu Accounts :

A single enterprise is limited to a total number of login IP segments per day, and this total limit covers all accounts within the enterprise (including the main account). According to the number of accounts purchased by Party A under this agreement, the total limit of IP segments is [5].

4. Special Instructions for App Growing Accounts :
(1) App Growing Enterprise Edition:

① The enterprise edition has a fixed IP limit of one that cannot be modified. It supports multiple people to be online simultaneously. Within the same time period, the number of devices logging in at the same time cannot exceed 100;

② If Party A purchases App Growing Enterprise Edition, Party B will give 5 7-day first aid kits as gifts (First aid kit: That is, during the validity period of the contract, the customer can open any account and use it for 7 natural days. This account is not limited to any IP segment, but it does not support simultaneous login to multiple devices).

(2) App Growing Other Versions:

If Party A purchases other versions of App Growing, the number of IP addresses for its sub-accounts is limited

to 3 IP segments per day (all sub-accounts can use a total of 3 IP segments per day), and multiple people are not supported to be online simultaneously.

The preferential price (if any) and free gift duration (if any) of this Contract are only for this order and shall not be used as the basis for preferential treatment and gift basis for subsequent additional purchases/renewals. Subsequent additional purchases/renewals shall be subject to Party B's official website price and relevant policies at that time.

Party A Contact Person:		Party B Contact Person:	陈炼艺
Number:		Number:	18926110841
Email:		Email:	youcloud@youmi.net
Address:		Address:	17th Floor, Youmi Technology Building, No. 26 Qinglan Street, Panyu District, Guangzhou

Note: If the above personnel or information changes, one party must notify the other party in writing or by email 3 working days in advance. If the above personnel change, the new contact person of the changing party indicates the company identity or the email suffix in the communication is consistent with the previous contact person or Party A's email suffix, it shall be deemed that the contact person of the changing party is changed to the new contact person, which also has legal effect