

# YouCloud Service Agreement

Last updated at 2024-08-02

Party A is the purchaser of YouCloud products, and Party B is the service provider of YouCloud products.

## WHEREAS:

1. Both Party A and Party B are legally organized, operated and validly existing companies, or individual with full capacity for civil conduct, or other legal entities. Both parties have fully authority to enter into this Agreement and to perform its obligations hereunder.

2. YouCloud service("YouCloud") is the mobile advertising data analysis service product exclusively developed and owned by Party B. YouCloud provides multiple functional modules, which are composed of a series of sub-products including advertising intelligence, advertising material tools, advertising platforms, and marketing asset management. It includes advertising intelligence analysis service, E-commerce advertising marketing analysis and advertising platform, and marketing asset management platform. YouCloud creates an intelligent engine for the digitalization of enterprise marketing by providing multi-dimensional marketing big data services and tools. It helps enterprises improve the digital efficiency of the entire marketing chain, from market insights, product decision-making, marketing strategies, creative content to promotion execution, and achieving intelligent business decision-making, marketing content production, and digital asset management. .

After friendly consultations conducted according with the the principles of mutual benefit, in connection with Party A's purchase of services from Party B, both parties have agreed to the following provisions of this Agreement:

## ARTICLE 1: SCOPE OF COLLABORATION

1.1 Party A hereby agrees to purchase the YouCloud Account Service from Party B. YouCloud Account Service refers to that Party B provides Party A with YouCloud Service product account according to the standard package selected by Party A, and Party A can access to the corresponding service by using the account.

1.2 Party A agrees that the function, description and instruction of YouCloud service will be subject to the function description and usage rules published in real-time on Party B's website (<https://youshu.youcloud.com/>; <https://appgrowing.cn/>; [https://appgrowing.net](https://appgrowing.net/); <https://goodsfox.com>). The product module purchased by Party A and the corresponding service fee shall be subject to Appendix 1 (YouCloud products Order Information).

1.3 Both parties confirm that during the cooperation, all document transmissions, notices, and other communications in connection with the Agreement can be sent in writing to the the electronic mail address and other communication means specified in Appendix 2(Contact Information of Both Parties). Such records of

document transmissions, notifications, and communications generated through such means shall be deemed properly given to the other Party and have legal effect.

## **ARTICLE 2: SERVICE PERIOD**

2.1 The YouCloud Service period shall be calculated from the date when Party B opens the service account for Party A as required after receiving the service fee, and the specific service period is in accordance with the attached order signed by both parties.

2.2 Upon expiration of the term of this Agreement, both parties may renew it by updating the order in Appendix 1 or signing a supplementary agreement through the contact email address confirmed herein.

## **ARTICLE 3: PAYMENT**

### **3.1 Pre-payment:**

3.1.1 Party A shall pay the Payment within 5 (five) business days after both Parties sign this Agreement. Party B shall provide the corresponding service upon receiving the aforesaid payment. If Party B confirms that Party A or a third party authorized by Party A has made payment to Party B, it shall be deemed that Party A has fulfilled its contractual payment obligation under this Agreement.

3.1.2 If Party A desires to upgrade the selected YouCloud service, Party A shall confirm the upgrade and be aware of the corresponding description of upgraded YouCloud service, and then pay Party B the upgrading-service fee (the upgrading-service fee can be deducted from the prepayment corresponding to the unused period of the original service). Party B shall provide the upgrading service upon receiving the upgrading-service fee. The Service period will restart from the date of upgrading.

### **3.2 Invoice:**

3.2.1 Party B shall issue a VAT general invoice or VAT special invoice to Party A after receiving the aforesaid payments (invoice content: information service fee). The invoice shall be sent to Party A's contact email. Party A shall timely provide invoice information and complete invoicing application in the next month after Party A purchases the product service.

## **ARTICLE 4: PARTY A'S RIGHTS AND OBLIGATIONS**

4.1 Party A shall pay the corresponding services fee according to the purchased products upon execution of this Agreement, and will received an "Membership Entitlement" (which is defined as the right to use, access, and consume the YouCloud Services). The membership entitlement of different product versions shall be subject to the corresponding product introduction on the YouCloud official website. The usage of YouCloud service by Party A shall be subject to the backend records and statistics of Party B.

4.2 YouCloud services are online virtual products. The service payment is the price of the online virtual product corresponding to the "Membership Entitlement" purchased by Party A, and it is not a deposit, down payment or

savings card. Once the membership entitlement is activated, the payment is non-refundable. If the YouCloud service is unavailable for 12 (twelve) hours or more due to reasons of Party B, Party B shall provide with compensation for extending the service period at 3 (three) times the unavailable time. If the YouCloud service is unavailable for 7 (seven) days or more in total, Party A has the right to request Party B to compensate for extending the service period at 3 (three) times the unavailable time, or request to terminate this Agreement. If Party A chooses to terminate this Agreement, Party B shall refund the remaining service payment corresponding to the unused service period (if there is a complimentary account period, the unused period shall be calculated by deducting the complimentary period).

4.3 The scope of compensation or refund prescribed in Article 4.2 of this Agreement does not include the unavailability of service caused by the following reasons:

4.3.1 Any circumstances caused by failure of network and equipment or configuration adjustment other than the equipment owned by YouCloud;

4.3.2 Hacker attack towards applications of Party A;

4.3.3 Loss and disclosure of the relevant data, word of command and password due to improper maintenance or confidentiality of Party A;

4.3.4 Negligence of Party A or operation authorized by Party A;

4.3.5 Nonobservance of use rules of YouCloud service conducted by Party A;

4.3.6 Service stop or termination caused by violation of Article 4.4 or Article 5.5 of this Agreement conducted by Party A;

4.3.7 Short interruption of service caused by maintenance, improvement or upgrading of product made by Party B as stipulated in this Agreement;

4.3.8 Due to the stop / restriction of account access, data-return, and / or changes in data indicators by media delivery platform and other third-party systems;

4.3.9 The service is interrupted or suspended due to abnormal services provided by third-party network service providers or basic cloud service providers.

4.3.10 Event of force majeure.

4.4 The ownership of YouCloud account belongs to Party B, and Party A only have the right to use the account. The YouCloud account of Party A is only available to Party A. Party A guarantees to use YouCloud service for legal and compliant purposes, and shall bear all responsibility for all its actions in the process of using YouCloud service. Party A shall take on liability for the security of all passwords and other information issued to or created by Party A as well as Party A's employees or agents in connection with the Service and comply with the provisions of 4.4.1-4.4.6. Otherwise Party A shall bear all the consequences and all losses arising from the inability to use the YouCloud account (including but not limited to the freezing and cancellation of the account).

4.4.1 It is prohibited to grant, rent, transfer, borrow, sell, share or authorize YouCloud accounts to third parties in any way, whether paid or free of charge.

4.4.2 It is prohibited to collect or store any data of Party B's products by using web crawler and other technologies.

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

4.4.4 Any behavior that endangers the security of Party B's system and data is prohibited;

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

4.4.6 It is prohibited to violate this Agreement and its annexes, supplementary agreements, the usage rules published by Party B.

4.5 Party A shall not provide or permit any third party to use all data, graphs or reports obtained from YouCloud. If Party A require the use of such data, graphs or reports in its public industry reports or sharing, Party A shall clearly indicate that they are derived from specific YouCloud service(such as App Growing, Youmi Youshu, YouCloud 365, etc.) and Party B reserves and retains the right of final interpretation for the aforementioned data, graphs, or reports.

4.6 During the term of this Agreement and for a period of 1 (one) year thereafter, Party A and Party A's staff shall not hire the employees of Party B who have provided services, in any way, nor shall they recommend the employees of Party B to any third party.

## **ARTICLE 5: PARTY B'S RIGHTS AND OBLIGATIONS**

5.1 Party B shall provide Party A with the user manual of YouCloud service and the corresponding account membership entitlement for Party A in accordance with the provisions of this Agreement

5.2 Party B shall make best efforts to ensure the system of YouCloud be operated normally and stably. In order to ensure the smooth operation of service, Party B may periodically or irregularly make the maintenance, improvement or upgrading of the product server. If this temporarily affects Party A's use, it shall not be considered as a violation of this Agreement by Party B.. However Party B will send written notice to Party A in advance and make best efforts to avoid any interruption of service, or to limit the time of interruption (if any )to the shortest time.If the interruption of service lasts longer than twelve hours, it will be dealt with in accordance with Article 4.2.

5.3 Party B hereby represents and warrants that data statistical analysis service provided by YouCloud (including data, graphs or reports) are legally collected and processed by Party B or authorized by a third party. To avoid any ambiguity and protect Party A's right to know,Party B has fully informed Party A that Party B only acts as a search engine to provide advertising creatives and materials on the YouCloud ,and the intellectual property rights do not belong to Party B . Should any third party have ownership rights, Party A shall respect the intellectual

property rights of such third parties and shall be solely responsible for its own use and bear the legal consequences arising therefrom..

5.4 In order to implement the requirements of relevant data laws, and without prejudice to Party A's legal rights and use, Party B has the right to store Party A's registration information, consumption information and other related information on its platform servers, however, Party B shall not disclose such information to any third party without Party A's written consent. After the termination of his Agreement, Party B shall erase the aforementioned information of Party A without violating the regulatory requirements of relevant laws and regulations.

5.5 Party B has the right to stop any illegal use of YouCloud account.If Party B discovers that Party A has engaged in conduct that violates any applicable laws, regulations, orders and requirements of governmental authorities, or the rights of any third party, or breaches this Agreement during the use of the YouCloud service, Party B is entitled to suspend or terminate the YouCloud service to Party A(including any paid or free service) under this Agreement at any time and Party B would not bear any risk or liability arising from or related to that, and all the payment already collected would not be refunded, any losses arising therefrom shall be borne by Party A..

5.6 Party B has the right to adjust part or all of the YouCloud membership entitlement and/or service content due to its own consideration and/or other factors such as changes in laws, regulations and regulatory policies, adjustments to operating strategies, and clients' demands,including but not limited to changing, adding, replacing, optimizing membership entitlement, service type, membership package, package name, service-fee standard,product functions, and / or additional paid content and/or rules, etc.. Party B shall provide advance notice of the aforementioned adjustments on the website service page or in other reasonable ways. At the same time, Party B will also try to minimize the adverse impact of the aforementioned adjustments on Party A's existing membership entitlement. In case of additional paid content is added or changed, Party A can decide whether to purchase it based on its own consideration, and if Party A agrees to purchase it, the both parties should reach a supplementary agreement.

5.7 Party A may obtain by recharge or be given by Party B various virtual products such as points, credits, coupons, memory capacity, etc. when using the YouCloud service. The aforementioned virtual products can only be used for the designated purposes announced by YouCloud, and are subject to restrictions such as the period of use and method (such as consistency with the YouCloud account validity period, etc.). They cannot be returned, exchanged for cash, transferred, sold, exchanged, or mortgaged, etc., and will be deducted when used. The specific rules of use shall be subject to the display or description of the service page of YouCloud.

## **ARTICLE 6: INTELLECTUAL PROPERTY AND CONFIDENTIALIT**

6.1 Party B owns and reserves all rights and interests(including but not limited to patents, trademarks, copyrights, trade secrets, data rights, etc.) of YouCloud. The conclusion and performance of this Agreement do no constitute

any transfer or waive of the aforementioned rights or interests by Party B. Party A obtains the right to use the YouCloud service according to this Agreement and may only use YouCloud service within the scope of this Agreement. The rights and interests related to Party B's products are owned by Party B or the original owner. Party A shall not engage in any form of copying, imitation, distributing, licensing or any other acts that infringe the rights and interests related to Party B's products, nor disclose or transfer part or all of Party B's products and service obtained based on this Agreement to any individual, enterprise or other third party, otherwise it will be deemed as breach of this Agreement..

6.2 To better fulfill this Agreement and highlight the friendly cooperative relationship between the parties, Party A agrees that Party B may feature Party A as an excellent customer case in YouCloud and its website, Public Accounts and promotional materials, to indicate that Party A is currently using or has used YouCloud service.

6.3 In order to protect Party A's data security, Party B will adopt the security protection measures with industry standards, and ensure the security of account login and data storage by means of security technology, account data isolation, strict access, etc.

6.4 For the purpose of providing more comprehensive, accurate and objective data analysis service to Party A, Party A agrees that Party B may collect advertising materials and information publicly released by Party A through legal ways and legal means for legitimate purposes and use them for data analysis and display on YouCloud website. Party B promises not to tamper with or distort the advertising materials and information. If it is confirmed that Party B has violated this provision and caused actual losses to Party A, Party A has the right to require to delete it by written notice, and Party B shall bear the legal responsibility..

6.5 Party B shall keep the data and information provided by Party A confidential during the term of this Agreement. Except for the purpose of this Agreement, Party B shall not disclose, disseminate or transfer any confidential information to any third party without the Party A's written consent.

6.6 Party A shall keep the content of this Agreement, the quotation, personnel and related information provided by Party A confidential, Party A and Party A's staff shall not in any way disclose, divulge, disseminate or transfer any confidential information to any third party without the Party B's written consent.

6.7 Since Party B is an independent third-party data analysis platform, data may be inaccurate or delayed due to factors such as technical limitations (such as sampling statistical analysis), media platform data compliance requirements (such as partial data desensitization processing) and other factors, the content in YouCloud is for reference only..

6.8 The Article 6 shall not become invalid due to the expiration of the service term of this Agreement.

## **ARTICLE 7: INDEMNIFICATION**

7.1 If either Party breaches the Agreement, the non-breaching party has the right to request the breaching party to bear the liability, such liability arising therefrom shall be borne by the breaching party. The non-breaching party

shall have the right to be indemnified by the breaching party for all losses and damages arising from the breach. The all compensation shall be limited to the total amount of this Agreement.

7.2 If Party B fails to open the account service according to the Agreement due to Party B's reasons, Party A has the right to require Party B to continue to perform the Agreement, and has the right to require Party B to make compensation for Party A's actual losses. In case that Party A fails to make the payment subject to this Agreement, Party A shall bear the legal responsibility and consequences of suspension or termination of service.. Party A shall pay interest on all late payments, calculated daily and compounded monthly at the rate of 0.1% per day. Party A shall also reimburse Party B for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees, travel fees, investigation fees and other related expenses.

7.3 Neither Party will be liable for a delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by events of force majeure that are beyond its reasonable control, unforeseeable or even foreseeable but unavoidable by both parties (such as war, tsunami, flood, accident, earthquakes, network virus or hacker intrusion identified by government, telecommunications line failures, electrical outages, network failures, Cloud server failure, or acts of God ("Force Majeure Event")).

7.4 If other provisions of this Agreement have otherwise specified on one party's breach of Agreement and liability for breach, which are conflict with the provisions of this article, such other provisions will prevail.

7.5 Neither party has the right to unilaterally terminate this Agreement unless due to statutory reasons or reasons stipulated in this Agreement; otherwise, it shall compensate the other party for the direct economic losses suffered due to the inability to fully perform this Agreement.

## **ARTICLE 8: FORBIDDENS**

8.1 If either Party's staff will not request, in any way, directly or indirectly, the other party to provide any kind of improper benefits or advantage, and the requested party shall immediately notify the party.

## **ARTICLE 9: SETTLEMENT OF DISPUTES AND GOVERNING LAWS**

9.1 The execution, validity, interpretation, performance, jurisdiction, and dispute resolution of this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China (excluding Hong Kong, Macao, and Taiwan). Both parties agree that any disputes arising out of or in connection with this Agreement and its annexed orders, **shall be submitted to the local people's court that the Agreement has been signed. (This Agreement is signed in Panyu District, Guangzhou City)**

## **ARTICLE 10: MISCELLANEOUS**

10.1 If any provision or provisions of this Agreement is deemed to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability, shall not affect the validity of any other

provisions of this Agreement and the entire Agreement, and this Agreement shall be deemed to have never contained such provision or provisions, so that this Agreement shall otherwise remain in effect.

10.2 Neither Party may assign this Agreement or any rights or obligations in any way hereunder without the express written consent of the other Party.

10.3 Each party shall pay its own taxes and charges related to this Agreement in accordance with the the current and effective tax laws and regulations of the People's Republic of China.

10.4 This Agreement may be executed in 2 (two) originals with same legal effect, with Party A and Party B holding 1(one) copy each, from the date of signing or sealing or clicking on this website. The Parties agree that they may exchange signed copies of Agreement by electronic (including email) transmission. Each party agrees that the scanned copy of this Agreement shall have the same force and effect as the original version.

(The following page is for signatures only, with no text.)

#### Appendix 1:Product Order Information

No.	YouCloud service modules	Product Version	Account Quantity	Sub-account type Quantity	Account Validity	Sum(RMB)
1	App Growing	xx	xx	Sub-account No.1	one year	xx
				Sub-account No.2	one year	
2	Youshu	xx	xx	Sub-account No.1	one year	xx
				Sub-account No.2	one year	
Total(excluding tax)		——	——	——		xx

Note:

① The master account does not multiple users are not allowed to be online at the same time. The master account has the management rights of its sub-accounts. The opening time of the master account and its sub-accounts should be the



same. Subaccounts cannot be purchased separately.

- ② Sub-accounts are divided into the following three types according to the restriction mode:

Sub-account 1: Multiple users are not allowed to be online at the same time.

Sub-account 2: The number of IP addresses is limited to three IP address segments per day. Multiple users are not allowed to be online at the same time.

- ③ **App Growing Enterprise version account Special description:**

a. The enterprise version is limited to one fixed IP address segment per day, and multiple users are allowed to be online at the same time. and no more than 100 devices can log in at the same time in the same period.

b. If Party A purchases the enterprise version of App Growing, Party B will give 5 7-day first aid kits (First aid kits: Within the validity period of the contract, Party A can open any account and use it for 7 natural days, the account is not limited to IP segment, but it does not support logging in to multiple devices at the same time).

The preferential price (if any) and gift duration (if any) of this Agreement are limited to this order, and shall not be used as the basis for the discounts and gifts in subsequent purchase/renewal. The subsequent purchase/renewal shall be subject to the price and relevant policies published on Party B's official website at that time.