

YouCloud Service Agreement

YouCloud (the “Product” or “Service”) owned by YOUCLOUD TECHNOLOGY LIMITED (“Party B”) provides user (“Party A”) Service only ON THE CONDITION THAT Party A agrees to BE BOUND BY the terms and conditions in this Service Agreement (“Agreement”). By using and accessing the website of services, Party A acknowledges that it has read, understands and agrees to be bound by this Agreement.

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 products (“YouCloud”) is the mobile advertising data analysis service product exclusively developed and owned by Party B. YouCloud products provides multiple functional modules, which are composed of a series of sub products including advertising intelligence analysis service (App Growing module: appgrowing.net), E-commerce advertising marketing analysis and delivery platform(youshu.youcloud.com), Global E-commerce Advertising Data and selection tool (goodspy.com) Professional new e-commerce big data selection tool (Quick Selection module: kuaixp.com), New media marketing data products(CC Data module: ccsight.cn), Cross platform advertising management platform(Investment Manager module: adguanjia.cn). YouCloud products provide the following functions: Creative search function, short video real-time monitoring, public opinion monitoring, industry intelligence, cross platform advertising management, etc, in order to create the best new media intelligent marketing tool and help advertisers better operate online media marketing by using the power of massive data.

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 Subject to this Agreement, Party B offers to provide the Service to Party A and Party A hereby agrees to purchase the Service from Party B. **Party A shall pay the the corresponding service fees in full before execution of Service.** Account Service refers to that Party B provides Party A with YouCloud product account according to the YouCloud product service standard package selected by Party A, and Party A can access to the corresponding service by using the corresponding account.

1.2 Party A agrees that the function, description and instruction of service provided by Party B will be subject to the function description and usage rules published by Party B's website (appgrowing.cn, kuaixp.com, ccsight.cn, adguanjia.cn, youshu.youcloud.com, goodspy.com). The Service purchased by Party A and the corresponding service fee shall be subject to the Attachment(Insertion Order).

1.3 All claims, instructions, consents, designations, notices, and other communications in connection with the Agreement will be sent in writing to the address stated in the Agreement and Attachment(Insertion Order). Such notifications will be deemed properly given to the other Party and have legal effect (a) when received if delivered personally or by an express service, or (b) upon successfully sending email.

ARTICLE 2: SERVICE PERIOD

2.1 The account service period shall be calculated from the date when Party B opens the service account of YouCloud product service for Party A. The period of specific service shall be subject to the attachment signed by both parties; the period of Customized Data Export Service shall be start from [date] to [date] .

ARTICLE 3: PAYMENT

3.1 Pre-payment:

3.1.1 Party A shall pay the Payment within 5 business days after signing this Agreement. **Party B shall provide the corresponding services upon receiving the aforesaid payments.** If Party A confirms and authorizes any third party to make payment to Party B, it shall be deemed that Party A has fulfilled the payment obligation under this Agreement.

3.1.2 If Party A desires to upgrade the selected Account Service, Party A shall send such written notice via email to the corresponding contact stated in the Insertion Order to Party B. Should Party B agree to Party A's request, Party B shall confirm such notice to Party A. Party A shall pay the amounts within 5 business days after receiving the confirmation and payment demand note delivered by Party B. Such payment demand note will be clearly list the Service provided by Party B and the corresponding fees and charges for such Service(the amounts of fee can be deducted from that of the prepayment corresponding to the unused Services). Party B shall provide the corresponding services upon receiving the aforesaid payments. The Service period shall will restart from the date of opening the upgraded service.

3.2 Invoice:

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 general VAT invoice shall be sent to Party A's contact email, and the VAT special invoice shall be sent to Party A's contact address in the form of paper invoice by express. Party A shall timely provide billing information and complete billing application in the next month, after Party A purchases the product service in the month, Party A shall timely provide billing information and complete billing application in the next month.

3.3 All Payments by Party A hereunder shall be made to Party B's bank account as below,

Bank Name:CHINA CONSTRUCTION BANK GUANGDONG PANYU SUB-BRABCH

Beneficiary:YOUMI TECHNOLOGY CO., LTD

RMB Account No:4400*****1384

SWIFTCODE:PCBCCNBJGDX

Bank Address: NO.41 FANHUA RD.PANYU GUANGZHOU P,R, CHINA

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 . Party A shall select the appropriate service function (single/combination) according to its own needs. The service usage information of Party A shall be subject to the statistics of YouCloud Service product.

4.2 In order to realize the Service selected by Party A, Party B will provide Party A with the Service agreed in this Agreement after Party A makes payment. **All payments paid to Party B are non-refundable upon the service opening, unless Party B fails to provide the service for more than 5 days.** In case of refund, Party B will refund the fee corresponding to the remaining unused account period of Party A. If the Account Service is involved, Party B shall open the Account Service, and enable the Service for Party A. The period of the service opening shall be subject to the Party B's calculation. If the Account Service is unavailable for 0.5 day or more due to Party B and Service product, Party B shall compensate Party A through extending the term of service by 3 times of the unavailable time, and such compensation shall be calculated in days.

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

- 4.3.1 any failure of network and equipment or configuration adjustment other than 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 and Article 5.5 of this Agreement conducted by Party A;
- 4.3.7 short interruption of services caused by maintenance, improvement or upgrading of product made by Party B as stipulated in this Agreement;
- 4.3.8 account access is stopped or restricted due to the media delivery platform and other third-party systems;
- 4.3.9 event of force majeure.

4.4 The YouCloud account of Party A is only available to Party A. 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 rules of 4.4.1-4.4.3. Party A shall bear the consequences and losses arising from the failure to use the YouCloud account (including but not limited to the freezing and

cancellation of the account), and the services fee will not be refunded. Party A shall inform Party B immediately, if Party A finds that its account number is illegally used by others, or the account number and password are illegally used by others due to hacker behavior or negligence of Party A, and Party B will actively assist Party A, and try its best to reduce the losses caused to Party A. Party A should be responsible for all activities arising from or in connection with its account and Party B would not bear any risk or liability arising from or related to that.

4.4.1 Party A shall not transfer, lend or share its accounts or passwords of service to any third party for value or for free in any way.

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

4.4.3 It is forbidden to use a single account in multiple cities within a certain period of time.

4.5 Party A guarantees to use Party B's YouCloud services for legal and compliance purposes. Party A shall not provide or undertake to provide any and all data, graphics or insight derived from the paid version of YouCloud to any third party. In case of public industry report or sharing, Party A shall indicate that the aforesaid data, graphics, or insight is derived from the paid version of YouCloud (such as App Growing, Quick Selection, CC Data and Investment Manager) and Party B reserves and retains the right of final interpretation.

4.6 During the term of this Agreement and for a period of one (1) year thereafter, Party A and Party A's staff will not solicit or entice or attempt to solicit or entice, in any way, any of Party B's staff to enter into employment service with Party A or any third party.

ARTICLE 5: PARTY B'S RIGHTS AND OBLIGATIONS

5.1 Party B shall provide Party A with Service according to this Agreement. In case of customized data report service, Party B shall submit to Party A an analysis report on the advertising data of YouCloud within 5 working days before each month (the content of the report is based on the data demand in Insertion Order, and the report format is EXCEL). If Party A has any questions, Party A shall raise the questions within 5 working days after such analysis report is submitted to Party A, and Party B will answer the questions related to the report to Party A. If Party A fails to raise any objection to the content of the report within 5 working days after Party B submits the report, it shall be deemed that Party A has no objection to Party B's service and has accepted the service.

5.2 Party B shall use best efforts to ensure the system of Service product be operated normally and stably. In order to ensure the smooth operation of services, Party B may periodically or irregularly make the maintenance, improvement or upgrading of the product server. If Party A is affected, Party B would not bear any risk or liability arising from or related to that. Party B will send written notice to Party A in advance and use best efforts to avoid any interruption of services, and to limit the time of interruption (if any) to the shortest time.

5.3 Party B hereby represents and warrants that the data statistics provided by YouCloud Service are legally collected and processed by Party B or authorized by a third party to provide the said service through YouCloud Service. Party A shall be aware that the intellectual property rights of advertising ideas and materials in the

research service is not owned by Party B. Provided that any third party is entitled to any intellectual property rights, Party A shall respect the rights and interests of the third party while using the related intellectual property rights and shall be solely responsible for his own use behaviour and the legal consequences arising therefrom.

5.4 Without prejudice to Party A's legal rights and legal use, Party B has the right to save Party A's registration information, consumption information and other information on its platform server, however, Party B shall not disclose to any third party without Party A's written consent. Party B shall remove the above Party A's information after termination of the Agreement.

5.5 If Party A violates any applicable laws, regulations, orders and requirements of governmental authorities, or rights of any third party, or the Agreement, including but not limited to any of the following situations, during the period of using YouCloud product service, Party B is entitled to suspend or terminate the Service(including any paid or free Service) or this Agreement, and all the payment would not be refunded. Party A shall bear all consequences arising out of or related to Service and shall indemnify all damages or losses incurred to Party B who would not bear any risk or liability arising from or related to that.

5.5.1 engage in illegal conducts or otherwise unlawful by using Party B's Service;

5.5.2 violate the use rules stipulated in this Agreement and its attachment, supplementary agreement, and use rules and policies published by Party B;

5.5.3 conduct abnormal access behavior, suspected of data crawling and endangering Party B's data security;

5.5.4 fail to pay the corresponding service fees in time.

ARTICLE 6: INTELLECTUAL PROPERTY AND CONFIDENTIALIT

6.1 Party B owns and reserves all rights, titles and interests of YouCloud Service and relevant service. The conclusion and performance of the Agreement do no constitute any transfer or waive of the rights enjoyed by Party B. Party A can only use Party B's products within the scope of this Agreement. The rights, titles and interests involved in Party B's products (including but not limited to patents, trademarks, copyrights, trade secrets and etc.) shall belong to Party B or the original owner. Party A shall not engage in any form of copying, copying, distributing, licensing and other acts that infringe the copyright of Party B's relevant data products and software, nor disclose or transfer part or all of Party B's products and services 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 Party A agrees that Party B has rights to use Party A's company name, trademarks, logos or other words or graphics relating to Party A to regard it as an excellent customer case in YouCloud and its website, Public Accounts and vertising materials, to indicate that Party A is or has used Party B's 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 services to Party A by Party B, Party A agrees that Party B may, within the scope of statistical analysis of advertising data, collect advertising materials publicly released by Party A. Party A agrees that Party B may collect the advertising information released by Party A through public channels and use it for the analysis and display of advertising data on Party B's website. If Party B has not tampered with or distorted the advertising information or provided the service of downloading the content, the foregoing acts of Party B shall not be deemed as infringement.

6.5 Party A understands and agrees that since the data of YouCloud products are obtained by Party B through legal channels or authorization, Party B has independent rights and interests in such information or the integrated information, and other customers of Party B can obtain such information through the use of YouCloud products. Provided that Party B does not violate Article 6.4, Party A shall not require Party B to delete the advertisements and related information collected by Party B in YouCloud products from the public channels, and Party B shall not bear any responsibility to Party A due to such circumstances.

6.6 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.

6.7 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.

6.8 Due to party B as an independent third party data analysis platform, due to technical statistical analysis (e.g., sampling, etc.), platform restriction factors, such as data source, product content is for reference only, party B does not promise and ensure data accuracy completely, user should not be the party B to provide the data content as a completely accurate, or use it as a basis for data check exactly, litigation, etc.

6.9 This 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.

7.2 If Party B fails to open the 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 B shall have the right to terminate the Service and this Agreement any time,** and Party B will not take any liabilities of damages to Party A resulting from such termination of Service or Agreement. 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 etc.

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 conditions beyond its reasonable control, including but not limited to, war, flood, accident, earthquakes, Network virus or hacker intrusion identified by government, telecommunications line failures, electrical outages, network failures, 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 is different from the provisions of this Article, such other provisions will prevail and this Article shall not apply.

ARTICLE 8: FORBIDDEN

8.1 Either Party's staff will not request, in any way, directly or indirectly, the other party to provide any shape 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 and performance of this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Both parties agree that any disputes arising out of or in connection with this Agreement and attachment, **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 of this Agreement is adjudged by any court of competent jurisdiction or any reason to be invalid, illegal or unenforceable, that provision shall not affect the validity of any other provisions of this this Agreement, and this Agreement shall be deemed to have never contained such provisions, so that this Agreement shall otherwise remain in effect.

10.2 Neither Party may assign this Agreement or any rights or obligations 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 applicable tax laws and regulations.

10.4 The Parties agree that they may exchange signed copies of Agreement by electronic transmission. Each party agrees that such electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronically-transmitted copies as evidence of the execution and delivery of the

Agreement by all parties to the same extent that an original signature could be used. By marking the Agreement on this website or signing below each party agrees to be bound by the terms of this Agreement.