ZStack Customer Agreement

Please read ZStack Customer Agreement (the "Agreement") carefully before using any ZStack products and relevant services (Collectively the "Software") provided by Shanghai Yunzhou Technology Co.,Ltd. and its subsidiaries. You shall read carefully and understand expressly the terms and conditions stipulated by the Agreement, especially the confidentiality and limitations of liabilities specified in this Agreement.

By accessing, or using this Software and the relevant services, you acknowledge that you have read, understood, and agreed to be bound by all terms specified in this Agreement. If you do not agree to this Agreement, you are not authorized to use this Software. This Agreement contains the terms and conditions that govern your access to and use of this Software and is an agreement between Shanghai Yunzhou Technology Co.,Ltd. and its subsidiaries, the applicable Contracting Party (also referred to as "ZStack," "we," "us," or "our"), and you or the entity you represent and warrant ("you" or "your").

I. Eligibility

1. In connection with your actual use of the Software, you represent and warrant that you shall be a natural person, legal person, or organization with full capacity for civil rights and full capacity for civil conduct.

2. If you are not a legal adult or a person with limited capacity for civil conduct, you are excluded from the foregoing eligibility. In no event shall we be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your and your guardians' misuses of the Software and the relevant services.

3. Neither the Software nor the underlying information or technology may be provided or made available, either directly or indirectly, into any country, international organization, or region subject to trade restrictions, trade sanctions, and other laws and regulations, to individuals or entities controlled by such countries, international organizations, or regions. By using the Software and relevant services, you agree to comply with all such restrictions, sanctions, and laws and regulations, and you represent and warrant that you are not prohibited from receiving the Software and the relevant services by the laws of any jurisdiction.

4. If you are entering into this Agreement for an entity, such as the company you work for, you represent and warrant that you have the right and legal authority to do so and to bind

that entity to the terms and conditions specified in this Agreement. This Agreement takes effect when you use any of the Software (the "Effective Date"), unless expressly stipulated otherwise by ZStack in a written notice. You and ZStack are individually hereinafter referred to as "one party", collectively referred to as "both parties".

5. **In connection with your use of the Software, you acknowledge and agree that ZStack collects, uses, processes, possesses, and otherwise stores your user data if necessary.** In such case, we will maintain the confidentiality of your user data in accordance with Section 10 specified in this Agreement.

II. Scope of Agreement

1. Scope Applicable to this Agreement

This Agreement governs you and ZStack concerning the ZStack service offerings in connection with which you can download, install, use, and make a copy of the Software, along with other relevant ZStack services.

2. Changes and Conflict of Laws

We reserve the right to continuously modify this Agreement, or release relevant statements and business rules if necessary. Once the modifications or additional terms are officially released, your continued use of the Software after the date of the modification or release shall be deemed in compliance with the new or additional terms as inseparable to this Agreement.

III. About the Software

1. Software Content

The Software Content refers to Content we make available in connection with the ZStack products and relevant services.

2. Your Content

(1) Subject to the terms of this Agreement, we grant you a personal, unrestricted, non-transferable, non-sublicensable, non-exclusive license to access or use this Software. You can install, use, display, and run this Software with your terminal device.

(2) In order to reasonably avoid damages and losses of any reproduction of this Software, you can make a copy of this Software, but solely as a backup. The backup copy must contain all intellectual property rights of the original software.

(3) You acknowledge and agree that you will not use this Software for any purpose or in any way that is unlawful or prohibited by this Agreement and the law.

(4) This term and the additional terms are the final and complete expression of this Agreement between you and ZStack regarding their subject matters and supersede all prior oral and written authorizations. If we do not exercise any right aforementioned, it does not mean that we have given up the right.

IV. Acquisition of the Services

1. To the extent that ZStack provides for the download of proprietary ZStack software or software provided by the authorized third party from ZStack's website, such Software is protected by the applicable copyrights, patents, or other intellectual property rights.

2. In no event will we be liable in any way for the software submitted or provided by any unauthorized third party as well as the installation program that shared the same name with this Software, including but not limited to any malfunction of any kind.

V. Intellectual Property Rights

1. ZStack is credited as the sole owner and the lawful licensee of all Intellectual Property Rights in and to the Software. All of the copyrights, trademarks, patents, commercial confidentiality, and the relevant contents, including but not limited to texts, photographs, audios, videos, graphics, UI designs, layout frameworks, related data, or electronic documents (Collectively, the "Intellectual Property Rights") concerning this Software, are protected by applicable laws and regulations of the People's Republic of China and other international treaties or conventions and the laws of other countries. The foregoing Intellectual Property Rights is owned or controlled by ZStack, except for the related owners who have retained all rights and ownership of the Intellectual Property Rights in accordance with the relevant laws and regulations.

2. Unless otherwise expressly stipulated in this Agreement, you acknowledge and agree that ZStack and its subsidiaries reserve all legal rights, titles, and interests in and to the

materials and websites of any texts, graphics, and their combinations (such as ZStack's website logo, "ZStack", and "Yunzhou") as well as the Intellectual Property Rights (such as other signs, marks, names, and technical documents).

3. The foregoing Intellectual Property Rights shall not be used without our prior written authorization, including but not limited to being illegally copied, transmitted, displayed, mirrored, uploaded, or downloaded, nor shall they be distributed in any way that influences our normal services. Otherwise, we reserve the right to hold you responsible in accordance with applicable laws and regulations.

4. You shall not authorize a third party to exercise, use, or transfer the Intellectual Property Rights for any commercial or noncommercial purpose unless licensed within a formal written agreement from us or related owners, or related parties authorized by us.

VI. Terms of Use

1. No Unlawful or Prohibited Use.

(1) Unless permitted by law or authorized by us in a written notice, you shall not:

    a. Delete the copyright information about the Software and its copy.

    b. Reverse engineer, decompile, or disassemble the Software or apply any other process or procedure to extract the source code of the Software.

    c. Use, rent, lend, borrow, copy, modify, link, reproduce, assemble, post, publish, or set up mirror sites for any content of the Intellectual Property Rights owned by us.

    d. Copy, modify, add, delete, and mount any data that are cached to the terminal memory when the Software is running, or that are produced during the interaction between browser and server, or that are necessary to run this Software, or otherwise create derivative works of these data in any way, including, but not limited to plugging in, tampering with, or connecting this Software and related systems with using unauthorized third-party tools or services.

    e. Add, delete, or modify the features and the performance of this Software by modifying or forging commands and data on or through this Software, or publicly operate relevant software or publicly spread the aforementioned methods for any commercial or noncommercial purpose.

f. Log in to or use the Software and relevant services by using tools, including but not limited to third-party software, plug-ins, and systems that are unauthorized or not developed by us, or make, publish, and transmit such tools as mentioned.

g. Harass this Software and its components, modules, and data by yourself or by authorizing others and the third-party software to do so.

h. Engage in other unauthorized activities.

(2) You acknowledge and agree that we, in our sole discretion, reserve the right to choose our parties that we will provide services for, to decide the features to set, make available, and develop, and to determine the target parties and scopes of our features, data interfaces, and data disclosure based on comprehensive factors, including our platform operation safety and our platform rules or regulations in connection with the Software and relevant services. With regard to the circumstances below, we, in our sole discretion, reserve the right to discontinue or terminate your use of the Service, including but not limited to:

a. Violation of the applicable laws and regulations of the People's Republic of China (the "PRC") or the terms or rules stipulated by this Agreement.

b. Existence of potential risks.

c. Violation of our platform operation safety, our platform rules or regulations, or inconformity of other management requirements.

(3) You acknowledge and agree that you must select the right version of this Software compatible with the installed terminal devices, access or use this Software in accordance with this Agreement and the scope stipulated by this Agreement and other relevant terms, and upgrade this Software in time. Or otherwise, you shall hold responsible for any issue or loss arising from your disobedience of the aforementioned terms.

(4) Subject to the terms of this Agreement, you acknowledge and agree that you shall hold responsible for any cause arising from or related to any security vulnerability and your use of contents (referred hereinafter to as all data and materials that you, your employees, or your users uploaded, stored, or handled on a server), including but not limited to any virus, Trojan horse, worm, or other harmful programs in your use of contents.

2. Permitted Use or Content.

As a condition of your use of the Software, you agree to comply with all applicable rules and regulations, national or local, industry practices, and public morality, governed by the People's Republic of China and other countries. In connection with this Agreement, you must not store, publish, and broadcast any information and content in your use of ZStack services that constitute a violation of laws and regulations, including but not limited to:

(1) Any content or information in violation of all applicable laws, regulations, rules, and policies governed by the People's Republic of China.

(2) Political propaganda and/or news in violation of all applicable rules and regulations governed by the People's Republic of China.

(3) National secrets and/or securities.

(4) Feudal superstitions and/or information of obscenity, pornography, vulgarity, or abetting.

(5) Gaming and gambling. Any activity in violation of nationalities and religious policies.

(6) Violation of operating rules and safety in relation to the Internet.

(7) Infringements on others' lawful rights and interests and/or disruptions on the social order, public security, and public morality.

(8) Providing possibilities or conveniences to others to publish aforementioned contents and information, including but not limited to setting URLs and banner links.

If your use of this Software is in breach of such aforementioned activities or acts, ZStack reserves all rights to take necessary methods in accordance with this Agreement, including but not limited to deleting the relevant information and suspending or terminating your access to the Services or any aspect of the Services, and also has the right to suspend or terminate part of or all features in your account.

3. Your information. Accordingly, you should confirm the legitimacy, accuracy, completeness, and reliability of all information in connection with your use of contents before making any decision in relation to any services, products, or other matters provided by ZStack. Subject to this Agreement, you shall hold responsible for obtaining and continuously maintaining notifications, agreements, or authorizations in relation to your use of contents. Unless otherwise stipulated by laws and regulations, or provided by the additional terms and conditions, ZStack will have no obligations or liability arising from your use of contents.

4. Trade Compliance. In connection with this Agreement, each party will comply with all applicable sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to the United Nations, the United States, the People's Republic of China, and other countries. For clarity, you represent and warrant that you agree to not directly or indirectly provide or otherwise make available any service and product of ZStack in violation of any such restriction, law, or regulation. Without expressly written authorizations from related competent authorities, you and the entities authorized by you to use the products and services of ZStack shall not provide or otherwise make available any technology, software, service to any other entity who is prohibited to use services and products of ZStack as applicable to any such restriction, law or regulation.

VII. Third-Party Content

1. This Software may include or be provided together with Third-Party Content, including but not limited to open-source codes and public domain codes. We make no representation or warranty of any kind, whether express, implied, statutory or otherwise regarding any Third-Party Content and disclaim all liabilities for any loss, damage, expense, or cost of any nature or kind resulting from any Third-Party Content.
2. Without our prior written consent, any dispute or claim relating in any way to your use of the Third Party Content shall be held liable solely by the third party in accordance with the relevant laws and regulations.

VIII. Service Obligations

1. In connection with ZStack Community and ZStack Enterprise, or ZStack Flagship (beta), you acknowledge and agree that you shall only use this Software personally and shall not access or use this Software for any commercial purpose; You shall remain responsible for all your use of the Software, and shall, in your sole discretion for the contents of the Software, hold liable for and take all risks pertaining to your use of the contents.
2. Suspension or Termination of the Services.

a. To provide better services, we reserve all rights to inspect, maintain, upgrade, and perfect (Collectively, the "Routine Maintenance") our service platforms or related devices, systems, and software periodically or irregularly. In no event shall ZStack or its subsidiaries be liable for any damage and loss whatsoever, including but not limited to interruptions or suspensions of our services as a result of Routine Maintenance within an appropriate time. However, we will make reasonable efforts to promptly notify you in advance of such circumstances.

b. To ensure the security and stability of our services, ZStack will make huge adjustments such as migrating a data center and changing devices. In no event shall ZStack or its subsidiaries be liable for any damage and loss whatsoever, including but not limited to interruptions or suspensions of our services as a result of the foregoing changes within an appropriate time. However, we will make reasonable efforts to promptly notify you in advance of the changes and, in such case, you agree to cooperate with ZStack's such changes. In the event that you do not agree to cooperate accordingly, or we fail to contact you, you shall hold liable for any loss or cause.

c. In the event that your purchase of a specific service includes the storage feature, after the service expires or terminates, ZStack will reserve any information in connection with your data within a lawful reservation period according to the service's rules. As applicable, you shall promptly pay all expenses (if you have) generated during the reservation period in time and migrate all your data completely. After the reservation period expires, your aforementioned information will be deleted or removed.

d. In connection with our own operations and managements, ZStack reserves all rights to, at any time, adjust, suspend, and terminate part of or all of our services, including but not limited to going offline, upgrading the services, and integrating the services, with prior notice. We recommend that you transfer backups for related data and make business adjustments to protect your lawful rights and benefits.

e. You acknowledge and understand that we may modify this Agreement and the related service rules at any time at our discretion, or for other reasons deemed necessary by ZStack, including but not limited to timely, complex, and efficient

network services, regulatory needs, and policy adjustments. However, we will make

reasonable efforts to notify you of any material change to this Agreement and the

related service rules by sending you notifications via one or a mix of channels,

including but not limited to web announcement, email, SMS, system, and internal

message. Your continued use of our services after the effectiveness of such

modification will be deemed as your full comprehension, acceptance, and obedience

to the modified terms.

3. Each party is responsible, as required under applicable laws and regulations, for

identifying and paying all taxes and other governmental fees and charges (and any

penalties, interests, and other additions thereto) that are imposed on that party upon or

with respect to the transactions and payments contemplated under this Agreement. If any

such deduction or withholding is required on any payment, you will pay such additional

amounts as are necessary so that the net amount received by us is equal to the amount

then due and payable under this Agreement. Any additional tax, penalty, interest that

occurred from your delay or omission of the aforementioned tax responsibilities should be

borne by you.

4. You acknowledge and agree that the information about "License Status" "Issue Date",
"Expiration Date", and other related parameters in the "License Management - Plus
License - 5x8 After-Sales Service (or, 7x24 After-Sales Service)" on the Software page is
only for your reference and may not be consistent with the actual situation, and thereby is
not legally binding. The aforementioned information shall be subject to the service
purchase agreement signed between you and ZStack in the form of written contracts,
which shall be legally binding on both parties.

5. You acknowledge and agree that, in principle, the after-sales service provided for
software products shall have continuity according to characteristics of the software
products, industry practices, and better service experience. Therefore, if you do not
renew the after-sales service in time after the purchased after-sales service expires,
ZStack reserves the right to refuse to provide any after-sales service until you repurchase
the after-sales service. For the avoidance of doubt, during the after-sales service
interruption period, if you request or ZStack actually provides after-sales service
(including but not limited to routine maintenance, bug fixes, emergency troubleshooting,
and other service requirements), you shall make up all expenses generated during the
interruption period. The specific expense shall be subject to the service purchase
agreement signed between you and ZStack in the form of written contracts.

IX. Confidentiality

1. Definition of Confidential Information.

"Confidential Information" means that all nonpublic information disclosed by a party

("Disclosing Party") to the other party ("Receiving Party") or to the employees, officers,

customers, or suppliers of the Receiving Party, in the course of their dealings in

connection with this Agreement whether before or after the date of this Agreement, in any

media or format (including written, oral, visual, or electronic), whether or not marked or

described as "Confidential", or that reasonably shall be understood to be confidential

given the nature of the information and the circumstances of disclosure, which relates to

the Disclosing Party (or any of its subsidiaries), or to the employees, officers, customers,

or suppliers of the Disclosing Party (or any of its subsidiaries). Confidential Information

shall not include any information that: (a) is or becomes publicly available with no act or

omission of the other party; (b) was in the other party's lawful possession prior to the

disclosure without breach of confidentiality obligations owed to the Disclosing Party; (c) is

lawfully disclosed to the other party free of any obligation of confidence by a third party

which itself was not under any obligation of confidence in relation to that information; or (d)

is developed by the other party completely independent of the delivery of Confidential

Information hereunder.

2. Protection of Confidential Information.

Each party agrees to maintain and preserve the confidentiality of the other party's

Confidential Information during this Agreement or at any time during the 5-year period

following the end of this Agreement. Each party shall not disclose the other party's

Confidential Information to any third party (except your subsidiaries and their personnel)

except with the prior written consent of the other party or in accordance with this Section

10. Each party agrees to take all reasonable measures to avoid disclosure, dissemination,

or unauthorized use of the other party's Confidential Information, including, at a minimum,

those measures you take to protect your own confidential information of a similar nature.

3. Permitted Disclosure.

Confidential Information is permitted to disclose to the other third party, as required by

applicable laws and regulations, including: (a) the Receiving Party may only disclose the

Confidential Information to its employees, agents, or subcontractor who have a need to

know and who are subject to confidentiality obligations no less than the degree of

protection as required herein. Each party may only use the other party's Confidential

Information for the purpose of performing this Agreement, unless otherwise authorized by

the other party. Notwithstanding anything to the contrary, each party may disclose the

other party's Confidential Information in a legal proceeding or as required by applicable laws and regulations; (b) the other party may also disclose such Confidential Information to the extent required by any state organ in accordance with applicable laws, regulations, or government or judicial orders. However, each party shall promptly notify the other party of disclosure requirements with a prior written notice before disclosing such Confidential Information.

X. Liabilities for Breach of the Agreement

1. Breach of the Agreement.

   a. You acknowledge and agree that we, in our reasonable discretion, reserve the right to punish your breaches of the relevant laws and regulations or your violation of requirements and terms stipulated by this Agreement, take any enforcement action as we deem appropriate to deal with your breaches of use, and preserve relevant information to brief related organs of state in accordance with applicable laws and regulations. Therefore, you, the users and/or customers of the Software and the relevant services shall personally hold responsible for any cause from your breaches of use.

   b. You acknowledge and agree that you shall remain responsible for any claim, requirement, or loss deemed by the third party arising from your breaches of this Agreement or the regulations and conventions of related service terms; You shall also compensate for all our losses due to your actions aforementioned.

2. Limitations of Liabilities.

(1) You acknowledge and agree that your services may be interrupted or suspended by the following causes in your use of the ZStack's Software and the relevant services. In no event shall we and our subsidiaries be liable to you for any indirect or direct loss and damage in any kind or kind incurred by us or any of our subsidiaries arising from repair or maintenance made collaboratively by both parties.

   a. Force Majeure. Neither party shall be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure arises from any cause that is unforeseeable, inevitable, and invincible, including but not limited to acts of God,

acts of government, promulgation or change of laws and regulations, strikes (except

for any internal labor disputes), and unrest.

b. Infrastructure Operator. You acknowledge and agree that your discontinuance of

our services may be attributable to infrastructure operators, including but not limited

to technical adjustments made by telecommunications operators, damage to

telecommunications/power lines, installation, modification, or maintenance of

telecommunications networks/power resources by telecommunications/power

operators.

c. Network Security Incidents. To the maximum extent permitted by applicable laws

and regulations, you acknowledge and agree that we disclaim all warranties, express

or implied, on any defaults caused by network security incidents, including but not

limited to computer viruses, Trojan horses, worms, or any other malicious or harmful

programs or cyber-attacks.

d. Unauthorized or Misuse. If you use the services and products unauthorized by

ZStack, you acknowledge and agree that we, in our own discretion, are not liable for

any malfunctions arising from your misuse, computer software, systems, hardware,

and communication cables.

e. Others. We disclaim, to the maximum extent applicable under the related laws

and regulations, all warranties or make no representations and any liability by ZStack

or its subsidiaries for any loss and damage, whether direct, indirect, or consequential,

arising from others' mistakes, acts beyond our reach, or activities beyond reasonable

and foreseeable levels.

(2) Unless otherwise provided in the terms and conditions of the relevant ZStack services

or products, neither party shall be liable for any delay, failure, or disruption to perform this

Agreement caused by the foregoing causes in Section 11.2(a), provided that the affected

party will notify the other party as soon as practicable. If such event continues for more

than 30 calendar days, either party may take reasonable efforts to terminate this

Agreement for any reason, without assuming any liability, by providing the other party at

least 15 days' advance written notice.

(3) Except where expressly stated otherwise, all materials, information, products,

software, programs, and services provided on or through ZStack, are provided on an "AS

IS" and "AS AVAILABLE" basis. ZStack will guarantee the continuity and the security of our services and software, but such contents may contain technical inaccuracies or flaws. ZStack further disclaims to the fullest extent permitted by applicable laws and regulations all express, implied, statutory or other warranties, guarantees, and representations that ZStack will meet your requirements or that such contents will be uninterrupted, timely, secure, or error-free. Such claims do not deem our breach of this Agreement. As applicable, you acknowledge and agree that both parties shall work together to settle or defend against any disputes collaboratively and friendly in connection with such contents and claims.

(4) Under no circumstances shall either party or its subsidiaries be liable to the other party for any indirect, incidental, special, or exemplary damage and loss, including but not limited to any loss and damage of revenues, profits, customers, opportunities, third-party payments, reputations, or goodwill, even if either party or its subsidiaries have been advised of or were aware of the possibility that such damage and loss might be incurred by the other party and regardless of the contract, assurance, infringement, or any other legal or equitable theory upon which the claim is based.

XI. Miscellaneous

1. By accessing or using this Software, you acknowledge and agree that you have expressly read and agree to be bound by this Agreement. ZStack, in our discretion, reserves the right to discontinue or make changes or improvements to this Agreement if necessary at any time, without assuming any liability to you or anyone else. Except where otherwise specified, the changed or modified terms will come into effect upon posting or notification. It is your responsibility to check the relevant terms in the latest version of this Software periodically for changes or modifications to this Agreement. After the effective date of any changes or modifications to this Agreement, your continued use of this Software shall be deemed acceptance of the changed or improved terms as inseparable to this Agreement. If you do not agree to the foregoing terms and conditions, you shall stop using this Software and the relevant services.

2. Notwithstanding anything else in this Agreement, if there is any conflict or inconsistency between this Agreement and any additional or different terms, such additional or different terms shall prevail to the extent of the conflict or inconsistency.

3. ZStack Customer Agreement is signed in Minhang District, Shanghai Municipality, the People's Republic of China, referred to as Place of Agreement.

4. The establishment, effectiveness, enforcement, interpretation, and dispute resolution of this Agreement are applicable to laws and regulations in mainland China without regard to Conflict of Laws.

5. All disputes, controversies, or claims arising from or related to this Agreement between you and Shanghai Yunzhou Technology Co.,Ltd. will be resolved or coordinated at first in a friendly manner. If both parties cannot reach an agreement, you expressly agree that the exclusive jurisdiction for any dispute, controversy, or claim under this Agreement and or your use of the Software resides in the People's Courts located in Shanghai Municipality, the People's Republic of China, and you further expressly agree to submit to the personal jurisdiction of such Courts for the purpose of litigating any such claim or action.

6. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect to bind both parties.

7. Sections 6, 10, 1 1, 12.4, 12.5, and terms in connection with any fees and charges shall remain in full force and effect notwithstanding any termination of this Agreement.