

## User Service Agreement

This Agreement applies to all users of the product Tweaker (hereinafter referred to as "the Service") provided by [Beijing Ultrapower Software Co., Ltd] (hereinafter referred to as "the Company").

You acknowledge and agree that: (A) Before registering and accepting the Service, you have fully read, understood and accepted all the contents of this Agreement. Once you select "Agree to Tweaker Registration and Terms of Use" to complete registration and use the Service, you have agreed to follow all provisions of this Agreement; (B) You agree to the Company having the right to make unilateral changes to the content of this Agreement at any time and announce it on this website without separate notification; continuing usage of the Service after the announcement of changes to the content of this Agreement, indicates that the revised content of the Agreement has carefully been read, fully understood and accepted; and will continue to use the Service in accordance with the revised content thereof. If you do not agree with the revised content of the Agreement, you should cease using the Service; (C) Upon accepting this Agreement and registration as a user of the Service, you declare to being a natural person, legal person or other organization with full civil rights and civil capacity; and can independently bear civil liability under the law. The content of this Agreement is not excluded by the laws of the country or region to which you belong.

If the aforementioned conditions are not met, you shall immediately terminate your registration or stop using the Service.

1. The term "Products" refers to products of the Company under this Agreement, which include AWS Cloud Management Tools and others that are provided by the Company.
2. Account: You must first register and obtain an account (hereinafter referred to as "the account") provided to you by the Company, and you agree and guarantee that:
  - (1) The user information you input is true, accurate, complete, and timely, and there are no misleading or false statements; and it is guaranteed that the company can contact you through the contact information you have provided.
  - (2) You oblige to update the user information promptly to maintain its validity. If the information you provide contains incorrect and untrue information, the Company reserves the right to disqualify you and end the Service at any time.
  - (3) The Company identifies your instructions through username and password. Please ensure username and password is kept safe; you will be responsible for any damage caused by the leakage of password. You warrant that you will not disclose account and password to anyone and will not use another person's account and password.
  - (4) If you discover that someone else is using or stealing your account and password or any other circumstance that is not legally authorized, you should immediately notify the Company in a promptly and request the Company to suspend the relevant services. Concurrently, you understand that a reasonable period of time will be required for requests to be acted upon; and we will not be liable for executed

instructions and/or resulting damages until such time.

- (5) You voluntarily utilize the configurations or scripts suggested by the Service in your AWS account; authorize the Service to access your AWS billing, indicators, and other data, or perform related actions. You understand that these actions carry the possibility or risk of binding AWS resources, incurring AWS fees, and affecting the AWS environment, and that these additional costs and impacts will be borne entirely by you.
  - (6) You agree that the Service collects, stores and processes your AWS billing, indicators, and other data. You understand that the statistical reports generated by the Service are not identical to the billing information in the AWS system.
3. Fees, Paid Use of the Service.
  - (1) The action of using the Service conveys that you agree to accept these rules.
  - (2) We reserve the right to charge you for the Service in accordance with the Service fee description, order and/or related agreement. A successful payment completed indicates that you have been granted the right to use the Service and that this transaction has been concluded, and we will not refund any fee you have paid for the Service unless the Service is not properly provided for reasons attributable to us.
  - (3) The Company has the right to set and adjust the service fees, and the specific service fees shall be based on the announcement of the fees listed on this website when you use the Service or other written agreements reached between you and the Company.
4. Your rights and obligations: The user has only limited rights to use the product reasonably as agreed in this Agreement, and may not use the product beyond the authorized scope and using limits, and may not commit any infringement or unauthorized use of the product, including but not limited to the following acts:
  - (1) You have the right to own a username and password in the Service and to use the username and password to access the Service at any time.
  - (2) You have the right to enjoy the online technology and information services provided by the Service and the right to receive technical support, consultation and other services from the Company while receiving the Service. The service methods and contents include:
  - (3) You can leave a message through our E-mail [aws@ultrapower.com.cn](mailto:aws@ultrapower.com.cn) or websites <https://www.ultrapower.com.cn> or [wiki.awstweaker.com](https://wiki.awstweaker.com) or WeChat public account "Ultrapower Cloud Service to seek technical, consulting, and other services targeting the Service.
    - a) You can enquire about the problems or questions that may arise during the registration process or use of the Service.
    - b) You can request our company to assist in completing the operation of password reset, account suspension, account termination, etc.
    - c) You may request the Company to assist in troubleshooting related system or business failures.
    - d) You may report system bugs and make requests to the Company.

- (4) You warrant that you will not sabotage or interfere with the Service and the Company's related websites and services through technical or other means.
- (5) You shall respect the intellectual property rights and other legal rights of the Company and other third parties; and commit to protecting the Company, its shareholders, employees, partners, etc., from being affected or loss caused in the event of any violation of such rights and interests; the Company reserves the right to terminate the Service to you without a monetary refund if you violate the Company's legal rights and interests.
- (6) You shall be solely responsible for all consequences resulting from both errors in the contact information you provide to the Service and insecurity and instability of the e-mail address you use to receive the Service, including but not limited to consequences and losses resulting from your failure to receive timely notifications relating to the Service;
- (7) You guarantee that you will comply with national and local laws and regulations, industry practices and social public morals when using the Service.

5. Rights and obligations of the Company:

- (1) The company shall provide you with qualified services based on the services you choose and your payment status.
- (2) The Company guarantees to take external confidentiality measures on your information, not to disclose your information to third parties and not to authorize third parties to use your information, unless:
  - a) That it can be provided according to the terms of this agreement or other service agreements, contracts, online terms and conditions between you and the Company.
  - b) It should be provided according to the provisions of laws and regulations.
  - c) The administrative, judicial, and other authorities require the Company to provide;
  - d) You agree to the Company providing to third parties;
  - e) Submitted by the Company to resolve reported incidents or file lawsuits.
  - f) The Company must submit the necessary and reasonable actions to prevent serious violations or suspected criminal acts from occurring.
  - g) The Company provides to third parties for the purpose of providing products, services and information to you, including the Company's provision of products, services and information through the technology and services of third parties.
- (3) All websites of the company and its affiliated companies have the right to use your data and information;
- (4) The Company has the right to examine and decide whether to accept you as a user of the Service.
- (5) Our company reserves the right to terminate the Service for you and terminate your account if you violate the provisions of national and local laws and regulations; or violate the terms of this online registration.
- (6) Our company cloud is not responsible for any indirect, incidental, exceptional and consequential damages.

6. Protection of private and other personal information: Once you agree to this Agreement or

use the Service, you agree that the Company will use and disclose your personal information in accordance with the following terms.

- (1) Username and Password: When you register as a user of the Service, we will ask you to set a username and password to identify yourself. You may access the account only with the password you have set up. If you leak the password, you may lose your personally identification information, which can lead to unfavorable legal consequences for you. You should contact the Company immediately if the account and password are in potential or present danger for any reason. Before acting on your instructions, the Company shall not take any responsibility.
  - (2) Registration Information: You shall provide the Company with your workplace, Email, AWS account and other information when you register for this account, and you may choose to fill in relevant additional information. To provide you with new services and opportunities that suit you, you understand and agree that the Company and its affiliates or other websites to which you log in will notify you of such information via your email address or cell phone.
  - (3) Log-in records: To guarantee the safety use and continuous improvement of the Service, the Company will record and store information associated with your log-in and use of the Service, but the Company undertakes not to provide such information to any third party (except as otherwise agreed between the parties or otherwise provided by laws and regulations and the Company's affiliated companies).
  - (4) External links: This website contains links to other websites, but the Company is not responsible for the privacy protection measures of other websites. The Company may add business partners or co-branded websites at any time as needed.
  - (5) Security: The Company only provides security measures in accordance with available technology to protect the information in the Company's possession from loss, misuse and alteration. These security measures include backing up data to other servers and encrypting user passwords. Despite these security measures, the Company does not guarantee the absolute security of such information.
7. System interruptions and failures. If the system fails to operate normally and you cannot access to various services, the Company shall not be liable for damages due to the following conditions, which include but are not limited to:
- (1) The Company's system downtime during maintenance announced on this website.
  - (2) Failure of telecommunications equipment that prevents data transmission.
  - (3) When the Company's system cannot be able to perform the services due to force majeure such as typhoon, earthquake, tsunami, flood, power outage, war, terrorist attack, etc.
  - (4) Service interruption or delay due to hacker attacks, technical adjustments or failures of telecommunication departments, website upgrades, and banking issues, etc.
8. Scope and limitation of liability.
- (1) The Company is only responsible for the scope of liability as stated herein;

- (2) The Company cannot guarantee the accuracy, timeliness and completeness of user information that is provided by yourself. You shall assume full responsibility for your judgment.
- (3) The Company provides no warranty of any kind with respect to the Service, including, but not limited to, the following matters:
  - a) That the Service meets your needs.
  - b) That The Service is provided without interruption, in a timely manner or error-free.
  - c) That Products, services, information or other materials purchased or obtained through the Service meet your expectations.

#### 9. Entirety of Agreement

- (1) This Agreement consists of the terms and conditions of this Agreement and the rules published on this website; the relevant terms may be cross-referenced, and if there is any difference in understanding, the terms and conditions of this Agreement shall prevail.
- (2) You understand and agree to this Agreement. You understand and agree to the content of all parts of this Agreement. Once you use the Service, you and the Company are bound by all parts of this Agreement.
- (3) If any part of this Agreement is found to be illegal by a court of competent jurisdiction, it shall not affect the validity of the other parts of this Agreement.

#### 10. Ownership, Trademarks and Intellectual Property Rights. The Company owns all ownership rights and intellectual property rights relating to the Products, including but not limited to the following rights and interests:

- (1) All contents on the Service, including but not limited to writings, pictures, files, information, materials, website architecture, arrangement of website screens, web design, are owned by the Company or the Company's affiliates in accordance with the law and their intellectual property rights, including but not limited to trademarks, patents, copyrights, and business secrets, etc.
- (2) No person shall use, modify, reproduce, publicly transmit, change, distribute, issue or publish the programs or contents of this website without the written consent of the Company or the Company's affiliates.
- (3) It is your duty to respect intellectual property rights, and you shall be liable for compensation of damages in the event of any infringement.

#### 11. Changes, suspension and termination of the products. Given the specialty of the products, the user agrees that the Company is entitled to change, suspend or terminate some or all of the products at any time, and the Company shall notify the user in advance if it changes, suspends or terminates the products.

#### 12. Others

- (1) The laws of the People's Republic of China shall apply to the validity,

interpretation, change, implementation, and dispute resolution of this Agreement. Any dispute arising from this Agreement shall be handled in accordance with the laws of the People's Republic of China.

- (2) The Company is responsible for the explanation and interpretation of this Agreement. If you have any questions about this Agreement or need any assistance, please contact the Company at the following email address: [aws@ultrapower.com.cn], the Company will review the issues involved as soon as possible and reply within fifteen business days after verifying your user identity.