

Huawei Cloud Distributor Cooperation Agreement

This Huawei Cloud Distributor Cooperation Agreement (hereinafter "Agreement") is made by and between Huawei Cloud Contracting Party as defined in Section 17.4 of this Agreement (hereinafter "**Huawei Cloud**", "**we**", "**us**", or "**our**"), and you or the company you represent (hereinafter "**Distributor**", "**you**" or "**your**") (hereinafter "Distributor", "you" or "your") regarding your participation in Huawei Cloud Distribution Partner Program and reselling by you of Huawei Cloud Services (the "Services"). If you enter into this Agreement on behalf of an entity, you represent and warrant that you have the requisite power and authority to do so and to bind the entity to the terms and conditions of this Agreement. This Agreement takes effect as of the date you accept this Agreement and will be binding on you from said date ("Effective Date").

You and Huawei Cloud are each referred to as a "**Party**" and collectively as "**Parties**" hereunder.

1. Distributor Rights

- 1.1 **Distribution Right.** Subject to the terms and conditions of this Agreement, Huawei Cloud grants you a non-exclusive, non-sublicensable, non-transferable right to resell the Services or combine the Services into its own solution and resell a solution package(s) to Resellers in the authorized sales territory (as defined in clause 1.4). You shall also assure the resellers are granted a non-exclusive, non-sublicensable, non-transferable right to resell the Services or combine the Services into its own solution and resell a solution package(s) to its End Users.
- 1.2 **Use of Services.** Your access to and use of Services will be governed by the terms and conditions of the Huawei Cloud Customer Agreement, which is available at [https://www.huaweicloud.com/intl/en-us/declaration/sa_cua.html] ("**Customer Agreement**") and the HCPN Certification Agreement which is available at https://www.huaweicloud.com/intl/en-us/declaration/hcpn_ca.html ("HCPN").
- 1.3 **Distribution Program Policies** You shall comply with any program, policies, rules under the Distribution Program Policies continuingly during the term of this Agreement which is available at [Partner Center-Partner Benefits \(huaweicloud.com\)](#).
- 1.4 **Distributor Account.** The account that you create for participating in the Huawei Cloud Distribution Partner Program will be the account to manage the Resellers and End Users for their access and use the Services ("Distributor Account"). You may allow the Resellers and their End Users to connect to your Distributor Account in accordance with the Terms of Service for Huawei Cloud Distributors, which is available at https://www.huaweicloud.com/intl/en-us/declaration-sg/hcpn_Dis.html Distributor shall use the features of the Distributor Account legally and in accordance with its agreements with its Resellers and End Users. Any use by the Distributor of the Distributor Account will not (a) conflict with any provision of the Distribution Program Policies; (b) violate any law applicable to Huawei Cloud; or(c) result in a breach of or default under this Agreement and any other agreement to which we are a party or by which we are bound. The dispute arising out of or in connection with the use of Distributor Account among you and your associated Resellers or End

Users shall be settled by you, Resellers and End Users only. Huawei Cloud reserves the right to retrieve or disable any features at its sole discretion by providing a notification to you (in electronic, written format or an announcement in the Huawei Cloud website). Please find more information on the Huawei Cloud Partner Centre and Support at [Partner Center-Overview \(huaweicloud.com\)](https://www.huaweicloud.com/partner-center/overview).

- 1.5 **Authorized Sales Territory**. Authorized Sales Territory shall be otherwise agreed by us in advance. We may remove a country, region or territory from the Authorized Sales Territory by giving you written notice, and you shall cease offering or selling the Services to the Resellers in the country, region or territory specified in such notice upon receiving the same.
- 1.6 **Resale Model**. You are only permitted to resell directly to Resellers under this Agreement. You shall obtain our prior consent, and additional terms shall be agreed by the Parties, if you intend to sell the Services to the End Users.

2 **Distributor Obligations**

- 2.1 **General** You must not cause or permit others to:
 - a. Distribute or resell the Services in any manner except as expressly provided in this Agreement;
 - b. Remove or modify any program markings or any notice of Huawei Cloud's or its licensors' proprietary rights;
 - c. Modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs) or access or use the Services in order to build or support, and/or assist a third party in building or supporting products or services competitive with Huawei Cloud;
 - d. Perform or disclose the results of any benchmark or penetration tests of the Services;
 - e. Perform or disclose any of the following security testing of the Services or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
 - f. Make any representations, warranties and other statements on Huawei Cloud's behalf or that are likely to be construed by a reasonable Reseller or its End User as being made on behalf of Huawei Cloud, except as expressly authorized or directed in writing by Huawei Cloud;
 - g. Engage in any conduct that may be detrimental to Huawei Cloud or to the Services; and
 - h. Enter into any agreement which requires or purports to require Huawei Cloud to take any actions that are in conflict with the terms of this Agreement.
 - i. Provide any information or material which is not correct or real in all the respects.

- 2.2 **Delivery and After-Sales Service.** The Distributor is responsible for the delivery of and providing after-sales service relating to the Services sold by it to its Resellers, in accordance with the agreement(s) between Distributor and Resellers. Distributor is responsible for the quality of such delivery and after-sales service.
- 2.3 **Reseller Agreement.** Distributor shall enter into an agreement with the Reseller for Reseller's use of and access to the Services. Distributor shall ensure that the terms and conditions of that agreement are in line with and consistent with the terms and conditions of this Agreement and the HCPN Certification Agreement which is available at https://www.huaweicloud.com/intl/en-us/declaration/hcpn_ca.html.
- 2.4 **Reseller Management.** The Distributor shall set up its own policy regulating the partnership with its Resellers which would not conflict with the HCPN Certification Agreement entered into between Resellers and Huawei Cloud and Distribution Program Policies.
- 2.5 **Reseller Information.** On a monthly basis, Distributor shall provide the following information related to Resellers to Huawei Cloud: (a) the contact information of the Reseller, which includes the Resellers name, telephone number, email address and office address, and (b) Reseller's cloud account ID. The information may be used for Huawei Cloud to enforce the Huawei Cloud End User License Agreement (<https://www.huaweicloud.com/intl/en-us/declaration-sg/eula.html>) in the event the resellers and end users breach the terms and conditions therein, to monitor the account or to make sure a smooth transition (if any). To the extent you provide us with any Personal Data relating to Resellers (including their employees, officers or representatives, as the case may be), you represent and warrant that you have obtained the consent of Resellers (including their employees, officers or representatives, as the case may be) to you providing us with their Personal Data for the purposes set out herein.

3 Pricing, Taxes and Payment

- 3.1 **Pricing.** The pricing for each program is available at <https://www.huaweicloud.com/intl/en-us/product/price.html>.
- 3.2 **Taxes.** Fees for Services are exclusive of withholding tax, VAT, sales tax, goods and services tax (GST) or any similar or analogous tax applicable in a relevant territory if any, which shall be charged in addition thereto in accordance with the relevant laws and regulations in force at the time of making the relevant taxable supply. 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, interest, 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 other taxes (including but not limited to withholding tax) are required by law to be levied on any payment, you shall make payments of such additional amounts as may be necessary to ensure that we actually receive payment of the full amount due to us as if no taxes had been required. Any additional tax, penalty, or interest arising from your delay or omission in complying with the above-mentioned tax responsibilities shall be borne by you.

If we incur any additional Taxes, costs or liabilities as a consequence of your delay or omission of the above mentioned tax responsibilities or due to the provision of false or incomplete information by you which is necessary for us to determine and meet our above mentioned tax responsibilities arising from our supplies of

services to you (including but not limited to information relevant to the determination of your country or region of tax residency), you shall be solely and exclusively liable to bear such costs related to Taxes not withheld, deducted, or reported, along with any interest, penalties and other charges associated therewith which are to be settled with the relevant governmental or tax authorities.

If, subsequent to the entering into, during the course of, or retrospectively applicable to this Agreement, any rates of existing Taxes are increased or decreased, a new Tax is levied, an existing Tax is abolished, or any change in the interpretation or application of any Tax is adopted (collectively referred as "Tax Changes"), we reserve the right to adjust the amounts payable by you to us, taking into account the Tax Changes, such that there would be no financial detriment to us arising from the Tax Changes.

- 3.3 **Payment.** All and any Huawei Cloud Services fees under your Distributor Account (including the Services Fees generated by the Resellers and End Users) will be paid by Distributor within 30 days after we issue the invoice. We will only issue invoices to Distributor after monthly bill generated. Distributor could apply for the incentives provided that the Distributor meets all the conditions and requirements as specified in the Distribution Program Policies and Huawei Cloud receives the Services fees in full. Huawei Cloud will convert the applicable service fees into the Parties' chosen currency (if any) at the exchange rate of the end of that month in which the incentives are generated. Huawei Cloud will pay the incentives to the Distributor only. Distributor shall pay its incentives to the Resellers in accordance with its own relevant program or policy.
- 3.4 **Overdue Payment.** If Distributor is in breach of its payment obligations to Huawei Cloud and fails to cure the breach within fourteen [14] days after receiving a notice from Huawei Cloud, Huawei Cloud may immediately terminate this Agreement and/or any other agreements between the Parties, without prejudice to any other rights or remedies that Huawei Cloud may have under this Agreement, any other agreements and/or applicable law. Huawei Cloud may in its sole discretion remove Your Content stored in Huawei Cloud's systems and networks. Huawei Cloud reserves the right to claim for any overdue payment and any other damages, losses, costs and expenses incurred thereby. Huawei Cloud reserves the right to notify the Resellers and End Users of its Distributor by emails or other notification to inform the Resellers and End Users of any possible risks or any defaults of its Distributor. Huawei Cloud reserves the right to stop you from using the Distributor Account (including an use of your associated Reseller and End User's accounts), the Services and other resources under your Distributor Account and you shall, as required by us immediately transfer your associated Reseller and End User's accounts and relevant partnership to other distributors.

4 Incentive and Settlement

4.1 **Basic Principles**

- a. Huawei Cloud pays corresponding incentive amounts to the Distributor who provide Services to Resellers and promote the sales of Services in accordance with the Distribution Program Policies. The incentives amounts may vary depending on your performance of revenue, technical support and marketing activities and other criteria. Please refer to more information on the Huawei Cloud Partner Center at [Partner Center-Overview \(huaweicloud.com\)](https://partnercenter.huaweicloud.com).

- b. When Huawei Cloud updates the relevant HCPN Certification Agreement, Distribution Program Policies and other documentation and policies, it shall, at its option, notify Distributor by way of website announcement, email notification, or other written notice. Huawei Cloud may in addition choose to provide Distributor with a face-to-face explanation.
- c. Transaction data recorded on Huawei Cloud Operation platform shall be conclusive for the purposes of settlements. If there is any inconsistency between the data recorded by the Distributor and Huawei Cloud, the data recorded by Huawei Cloud shall prevail.
- d. Distributor must have an official and valid Huawei Cloud Distributor Account identity to be eligible for corresponding incentives issued by Huawei Cloud. If Distributor does not have such identity, or the identity expires or becomes invalid, or Distributor transits the cooperation, or Distributor does not meet the performance threshold(s) specified by applicable policies and documentation or does not renew its certification, the Distributor will no longer be eligible to receive the incentives generated by the corresponding identity. If Distributor commits a serious violation of the provisions of this Agreement, Distribution Program Policies or applicable policies or Code of Conduct and Ethics, Huawei Cloud shall have the right to stop the application for partner incentive(s) or cancel and terminate the payment of any incentive(s) to Distributor.
- e. Without prejudice to any other rights that we may have, if Distributors Resellers, or the End Users associated with the Reseller/Distributor fail to make any payment for purchasing and using Huawei Cloud products and Services, Huawei Cloud shall have the right to reject Distributor's request for payment of incentives.
- f. Incentive Validity: Within the validity period for incentives as set out in the Huawei Cloud Partner Centre and applicable Distributor policies, Distributor shall select the incentive delivery method and issue invoices in accordance with applicable local laws and regulations and our invoicing terms as may be notified to Distributor. Huawei Cloud shall not be liable to pay any incentives if for the failure of the incentive.

4.2 **Settlement Terms**

Settlement Period. The settlement shall be made according to the period specified in the Huawei Cloud Partner Incentive Rules documentation published by Huawei Cloud on its official website.

4.3 **Tax**

- a. 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, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments contemplated under this Agreement.
- b. In the circumstance that a withholding tax or tax deduction is so required, we shall fulfill the withholding liability and make the payment to you net of the withholding tax or tax deduction.

4.4 **Invoice and Payment**

If Distributor selects an incentive payment method according to Distribution Program Policies and the incentive payment method requires Distributor to issue invoices to Huawei Cloud, both parties shall make payment according to the following provisions.

- 1) After Huawei Cloud notifies Distributor to issue invoices, Distributor shall issue legal, valid and accurate invoices and relevant settlement documents in accordance with Huawei Cloud's invoicing terms as notified to Distributor. Before Huawei Cloud notifies Distributor to issue invoices, Distributor shall not issue invoices in advance. Huawei Cloud shall have the right to refuse payment of invoices issued in violation of this Section.
- 2) Huawei Cloud shall pay relevant incentives only upon receipt of complete, accurate and legal settlement documents, including invoices, submitted by Distributor.
- 3) Offset: To the maximum extent permitted by relevant laws, Huawei Cloud has the right to offset any amount owed to Huawei Cloud by partners against any amount payable to partners by Huawei Cloud.
- 4) Abnormal incentive treatment rules: The parties agree that, in the event of for commerce or contract application error, policy understanding deviation, special unsubscribe, logic errors and abnormal data of Huawei Cloud Trading system, vouchers issued or the use of non-standard, transaction information transmission errors or abnormal process execution which is not standard, Distributor identity caused by reasons such as incentives, multiple fault, confirmed by the both sides talks things over, Huawei Cloud has the right to freeze incentives that have not been paid to Distributor or recover or deduct incentives wrongly issued or issued to Distributor, and Distributor shall cooperate with Huawei Cloud to return corresponding incentives promptly. The settlement method of incentive recovery and deduction mentioned above shall be subject to Huawei cloud partner policies, specific scenarios of exceptions, and the settlement opinions reached by both parties through consultation.

5 **Records**

Distributor shall maintain accurate and complete books and records of its operations under this Agreement. Huawei Cloud and/or its authorized representative shall have the right to inspect such books and records to verify Distributor's compliance with this Agreement. Such right of inspection is subject to Huawei Cloud giving seventy-two (72) hours prior written notice to Distributor. The inspection shall be conducted during Distributor's normal business hours and in such manner as not unreasonably to interfere with normal business activities.

6 **Intellectual Property**

- 6.1 **Intellectual Property Rights.** We and/or our licensors retain all ownership, Intellectual Property Rights, title and interest in and to the Services (including any underlying software programs and all of its portions, reproductions and modifications), derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement. Nothing in this Agreement shall be construed to grant any rights, title and/or interest to you, except as expressly provided in this Agreement.

- 6.2 **Huawei Cloud Marks.** Distributor acknowledges that Huawei Cloud 's or its Affiliates trademarks, trade names, trade dress, designs, slogans and logos utilized worldwide in connection with Huawei Cloud ("Huawei Cloud Marks") are the property of Huawei Cloud and/or its Affiliates. Subject to the terms and conditions of this Agreement, Huawei Cloud grants Distributor a limited, personal, non-exclusive, non-transferable, non-sub-licensable, revocable, royalty-free license to use and reproduce the Huawei Cloud Marks during the Term of this Agreement solely in connection with the performance of Distributor's obligations under this Agreement, or as Huawei Cloud may expressly authorize in writing from time to time.
- 6.3 **Distributor Marks.** Huawei Cloud acknowledges that Distributor's trademarks, trade names, trade dress, designs, slogans and logos utilized worldwide in connection with Distributor's product or service ("Partner Marks") are the property of Distributor and/or its Affiliates. Subject to the terms and conditions of this Agreement, Distributor grants Huawei Cloud and its Affiliates a non-exclusive, non-transferable, non-sub-licensable, royalty-free license to use and reproduce the Partner Marks during the Term of this Agreement solely in connection with the performance of Huawei Cloud's obligations under this Agreement, or as Distributor may expressly authorize in writing from time to time.
- 6.4 **Comply with Trademark Guidelines.** Distributor will comply with all marks rules, branding guidelines and other rules and procedures issued by Huawei Cloud from time to time in Distributor's use and reproduction of the Huawei Cloud Marks. Any violation of this Section will constitute an infringement of Huawei Cloud's rights and a material breach of this Agreement. Huawei Cloud's Trademark Guidelines are available at https://www.huaweicloud.com/intl/en-us/declaration/hcpn_tg.html.
- 6.5 **Advertising.** In the event that the Distributor intends to advertise or promote the Services, Distributor shall ensure that all the materials comply with the Huawei Cloud Advertising Guidelines (which are available at https://www.huaweicloud.com/intl/en-us/declaration/hcpn_ads.html). Distributor shall submit all advertising or promotional materials relating to the Services to Huawei Cloud for review prior to their publication, and shall not publish such advertising or promotional materials until Huawei Cloud gives its express written consent.

7 Non-disclosure

- 7.1 **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in the course of their dealings relating to this Agreement whether before or after the date of this Agreement, in any medium or format (including written, oral, visual or electronic), whether or not marked or described as "confidential", or that reasonably should 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 Affiliates), or to the employees, officers, customers or suppliers of the Disclosing Party (or any of its Affiliates). Confidential Information shall not include information that: (a) is or becomes generally known to the public through 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 independently developed by the other Party.

- 7.2 **Protection of Confidential Information.** Each Party agrees to keep the other Party's Confidential Information in confidence during the term of this Agreement and for a period of five years thereafter. Each Party agrees to take appropriate measures to protect the other Party's Confidential Information which shall in no event be less than the degree of care that it uses to protect its own confidential information.
- 7.3 **Permitted Disclosure.** The Receiving Party may only disclose the Confidential Information to its employees, officers, agents or subcontractors who have a need to know and who are subject to confidentiality obligation no less stringent 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,
- 7.4 s required by law, or in order to comply with a legally binding request issued by a governmental, regulatory, law enforcement or other competent authority, to the extent required to comply with the applicable binding requirements.

8 Data Protection

- 8.1 **No Tampering.** Distributor shall only obtain the Services through authorized channels (such as through the Website). Distributor shall not implant any form of malware, backdoors, Trojan horses, or other viruses into, or forge or tamper with any part of, the Services or Huawei Cloud's systems and networks.
- 8.2 **Policies and Procedures.** Distributor shall establish cybersecurity and data protection and privacy protection policies and/or procedures sufficient to ensure compliance with: (a) Applicable Data Protection Law and applicable cybersecurity laws and regulations; and (b) Huawei Cloud's cybersecurity and data protection and privacy policies and procedures as issued and updated from time to time. Distributor shall promptly notify Huawei Cloud of any its Reseller's and Reseller's End User's complaints.
- 8.3 **Processing and Transfer by Distributor.** To the extent that Distributor processes and/or transfers data (including Personal Data) for the purpose of providing services to Reseller or Reseller's End Users (including but not limited to accessing the Reseller's or Reseller's End User's network, transferring Reseller's or Reseller's End User's data out of the Reseller's or Reseller's End User's network and out of the host country), Distributor shall ensure that: (a) it provides all necessary notices and obtains all necessary consents and authorizations as may be required under Applicable Data Protection Law; and (b) all of its activities fall within the scope of such consents and authorizations as required under Applicable Data Protection Law.
- 8.4 **Processing and Transfer by Huawei Cloud.** To the extent that Huawei Cloud processes and/or transfers data (including Personal Data) at Distributor's request (including but not limited to accessing the Reseller's or Reseller's End User's network, transferring Reseller's or Reseller's End User's data out of the Reseller's or Reseller's End User's network and out of the host country), Distributor consents to and authorizes Huawei

Cloud to perform such data processing and/or transfer. Without limiting the foregoing, Distributor represents, warrants and undertakes that, at the time of each such transfer and throughout the duration that Huawei Cloud processes such data, Distributor has provided all necessary notifications and obtained all necessary consents, licenses and authorizations for such processing and/or transfer of data by Huawei Cloud as required by Applicable Data Protection Law and End User agreements. Such notifications and consents shall be provided and obtained by Distributor at its sole expense.

- 8.5 **Sharing of Data by Distributor**. To the extent that Distributor shares the Personal Data of Distributor's customers, employees and agents with Huawei Cloud for the purposes of participating in Huawei Cloud's training, examination, certification, sales activities, incentive application or any other purpose, Distributor represents, warrants and undertakes that, at the time of each such sharing of Personal Data and throughout the duration that Huawei Cloud uses and/or processes such Personal Data: (a) the sharing of Personal Data with Huawei Cloud complies with Applicable Data Protection Law and Distributor's privacy policy/statement (including but not limited to the requirements regarding notification and/or obtaining consent); (b) Distributor has all necessary rights, consents, authorizations and permissions to share such Personal Data with Huawei Cloud; (c) Distributor has provided all necessary notifications and obtained all necessary consents, licenses and authorizations for the use and processing of Personal Data by Huawei Cloud for the above-mentioned purposes in accordance with Applicable Data Protection Law; and (d) Distributor is in compliance with Huawei Cloud's privacy standards, policies, and statements. Without limiting the foregoing, Distributor consents to and authorizes Huawei Cloud to use such Personal Data for the above-mentioned purposes. Distributor shall not collect, use or disclose any Personal Data of the Parties' customers, employees and agents in any manner that would result in Huawei Cloud violating Applicable Data Protection Law or Huawei Cloud's Privacy Statement (including but not limited to the requirements regarding notification and/or obtaining consent).
- 8.6 **Huawei Cloud Data**. To the extent that Distributor obtains and processes Personal Data from Huawei Cloud during joint marketing or other business dealings with Huawei Cloud, Distributor represents, warrants and undertakes that, at the time of obtaining and throughout the duration that Distributor processes such Personal Data: (1) Distributor collects, discloses, and uses Personal Data in compliance with Applicable Data Protection Law in all respects, including but not limited to providing relevant privacy statements and notifications, obtaining all necessary consent, and entering into relevant data protection agreements with Huawei Cloud; and (2) if Distributor transfers the data to a third party for processing, Distributor shall provide details of the data processing to Huawei Cloud and obtain Huawei Cloud's authorization in advance.
- 8.7 **Distributor Self-Managed System**. If Distributor establishes a self-managed user system outside of Huawei Cloud's account system, Distributor shall collect relevant information required for establishing an account from the user through its own means and at its own risk. Distributor is prohibited from directly or indirectly obtaining relevant cloud user information from Huawei Cloud's cloud account system, and shall not violate applicable laws and regulations. Distributor shall take reasonable security measures to ensure the security of its Reseller's and/or Reseller's End Users' data.

8.8 **Processing of Personal Data on Huawei Cloud's Behalf**. Without limiting the foregoing, to the extent that Distributor processes any Personal Data on behalf of Huawei Cloud in connection with this Agreement and/or the Services, Distributor shall:

- a. process Personal Data only on written instructions given by or on behalf of Huawei Cloud, which may be specific instructions or instructions of a general nature as set out in this Agreement, or as otherwise notified by Huawei Cloud to Distributor from time to time;
- b. protect Personal Data by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal (or similar risks);
- c. In the event of a Security Incident: (i) take action immediately, at Distributor's own expense, to investigate the Security Incident, to identify, prevent and mitigate the effects of the Security Incident, and to remedy the Security Incident; (ii) notify Huawei Cloud immediately and in any case within twenty-four (24) hours on becoming aware of the Security Incident and provide Huawei Cloud with such details of the Security Incident as Huawei Cloud may reasonably require; and (iii) not release or publish any filing, communication, notice, press release or report concerning the Security Incident without Huawei Cloud's prior written approval (except where required to do so by Applicable Data Protection Law);
- d. promptly provide such assistance as Huawei Cloud may reasonably require in order for Huawei Cloud to deal with any request with which Huawei Cloud is required to comply pursuant to Applicable Data Protection Law: (i) for access to and correction of Personal Data; or (ii) from a regulator, law enforcement agency or other competent authority;
- e. notify Huawei Cloud immediately of: (i) any request for disclosure of Personal Data by any governmental, regulatory or other competent authority, unless prohibited by law; and (ii) any request received directly from or on behalf of an individual without responding to that request, unless Distributor has been authorized in writing by Huawei Cloud to do so;
- f. not give access to or transfer any Personal Data to any third party (including any affiliates, group companies or contractors) without the prior written consent of Huawei Cloud. Where Huawei Cloud does consent to Distributor giving access to or transferring Personal Data to a third party, the Supplier shall ensure such third party complies with this Section 8.8;
- g. upon termination of this Agreement, or otherwise upon Huawei Cloud's written request, cease to retain the Personal Data that Distributor no longer requires under this Agreement and, at Huawei Cloud's option, either return the Personal Data to Huawei Cloud or destroy or delete the Personal Data; and
- h. ensure that Distributor has at all times complied with and shall continue to comply with the requirements of Applicable Data Protection Law.

9 Indemnification

- 9.1 **Indemnification by us.** If a third party makes a claim against you that the Services infringe its Intellectually Property Rights, we will, at our cost, defend you against the claim and indemnify you for the damages, costs and expenses finally awarded against you by a court of competent jurisdiction or agreed to in a written settlement agreement signed by us, provided that you (a) promptly notify us in written of such claim; (b) give us sole control of the defense and settlement negotiation of the claim; and (c) provide us with all reasonable information, authority and assistance necessary for us to defend against or settle the claim. We may at our sole and absolute discretion (a) modify the Services to be non-infringing while substantially preserving its functionality; and/or (b) obtain a license to allow for continued use; and/or (c) terminate the provision of the Services and refund the fees prepaid for unused Services upon prior written notice. Notwithstanding the foregoing, we will not indemnify you if (a) the claim is caused by the use or combination of the Services or any part thereof with software, hardware and/or content not provided by us; (b) the claim arises from Your Content, third-party content, or your breach of this Agreement; (c) you alter the Services or use it outside the scope of use, the terms of this Agreement, or other applicable terms and conditions governing the use of such Services; and/or (d) you fail to use the updated version of the Services, or fail to implement the recommendations from us, if the infringement claim could have been avoided by using an unaltered current version or implementing the recommendations we provided.
- 9.2 **Indemnification by you.** If a third party makes a claim against us based on the fact that (a) our use of Your Content, in accordance with this Agreement or the combination of Your Content with our Services infringes the third party's Intellectually Property Rights, or (b) you are using or have used the Services in an unlawful manner or in violation of this Agreement, you shall, at your cost, defend us against the claim and indemnify us for all the damages, costs and expenses finally awarded against us by a court of competent jurisdiction or agreed to in a written settlement agreement signed by you, provided that we (a) promptly notify you in writing of such claim; (b) give you sole control of the defense and settlement negotiation of the claim; and (c) provide you with all reasonable information, authority and assistance we need to defend against or settle the claim. You will not indemnify us if such claim is caused by our breach of this Agreement.
- 9.3 **Exclusive Remedy.** This Indemnification section provides the Parties' exclusive remedy for any infringement claims.

10 Limitation of Liability

- 10.1 **LIMITATION OF LIABILITIES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY IN RESPECT OF ANY LOSS, DAMAGE, FINES, LIABILITY, CHARGE, PROCEEDING, EXPENSE, OUTGOING OR COST OF ANY NATURE OR KIND INCURRED BY US OR ANY OF OUR AFFILIATES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, MISREPRESENTATION (WHETHER TORTIOUS OR STATUTORY), TORT (INCLUDING NEGLIGENCE) AND BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER FOR THE SERVICES THAT GIVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

10.2 **EXCLUSION OF LIABILITIES**. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGE, OR ANY LOSS OF REVENUES, PROFITS, OPPORTUNITIES, CUSTOMERS, DAMAGE TO GOODWILL, DAMAGE TO REPUTATION, OR LOSS OR UNAVAILABILITY OF DATA OR DATA USE, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF OR WAS AWARE OF THE POSSIBILITY THAT SUCH DAMAGE OR LOSS MIGHT BE INCURRED BY THE OTHER PARTY.

11 Term, Termination and Transition

11.1 **Term**. The term of this Agreement shall commence on the Effective Date and expire one (1) year thereafter ("Term"). The Term of this Agreement shall renew automatically for consecutive one (1) year periods, unless either Party gives the other Party thirty (30) days' written notice prior to the expiry of the initial or any subsequent one (1) year Term stating that it does not wish to renew the Agreement.

11.2 **Termination**

- a. Either Party may terminate this Agreement by giving 90 days' prior written notice to the other.
- b. Either Party may terminate this Agreement if the other Party:
 - i. fails to perform or observe any of its material obligations hereunder and such failure is not cured within 30 days after written notice thereof is given to the defaulting Party identifying such failure and requesting that the failure be cured.
 - ii. to the extent permitted by applicable law, files a petition of bankruptcy or insolvency, or makes a general assignment for the benefit of creditors, or any involuntary bankruptcy, receivership or similar proceeding is filed against such Party that is not dismissed within 60 days of commencement.
- c. In the event the Distributor is (1) in violation with any terms and conditions of this Agreement, Distribution Program Policies, any other agreements between the Parties or partner policies; (2) fails to make any payment to Huawei Cloud timely; or (3) fails to reach the requirements in the Distribution Program Policies, Huawei Cloud is entitled to deprive of the identity of Distributor and terminate this Agreement (including its annexes, references, addendums and amendments) immediately by providing a notice to the Distributor.
- d. Termination of this Agreement shall not (a) affect the accrued rights and obligations of the Parties as at the date of termination; (b) affect the continued operation of Sections 6, 7, 8, 9, 10,11, 13, 14, 16,17 and any provisions of this Agreement which are necessary for the interpretation or enforcement of this Agreement, all of which shall survive such termination; or (c) relieve you of any of your obligations hereunder to pay any fees and charges accrued or payable to us during the term of this Agreement and you shall immediately pay us all such fees upon the effective date of termination.
- e. Withdrawal from Distribution Partner Program:

- i. In the event that there are no outstanding disputes between you and your Resellers and/or your Resellers' End Users, it is permissible for you to withdraw from the Distribution Partner Program. You shall complete all necessary tasks as stipulated by Huawei Cloud within a period of 30 working days, including but not limited to bill settlement and disassociation with Resellers.
- ii. After withdrawing from the Distribution Partner Program, you will no longer be able to develop resellers or enjoy subsequent benefits and incentives in the Distribution Partner Program. However, your existing businesses with your Resellers and/or your Resellers' End Users will be retained and you shall continue to be responsible for the management and operation of the businesses, unless the End Users involved are transferred and disassociated from the corresponding Resellers. Any discounts previously granted to you shall be rendered null and void.
- iii. Your associated Resellers will no longer be able to use their existing accounts to develop new customers. You shall notify and obtain consent from the corresponding Resellers so that Huawei Cloud has the right to directly terminate the association between you and your Resellers and to associate the Resellers with another Distributor. You may solicit the assistance of Huawei Cloud in migrating End Users of your associated Resellers if needed. With the consent of the End Users, Huawei Cloud has the right to associate End Users with another reseller or sign contracts with End Users.
- iv. Unless otherwise agreed upon by you and your Resellers and/or your Resellers' End Users, you and/or your associated Resellers shall assume all relevant responsibilities for the End Users during your tenure as a Distributor. If Huawei Cloud provides delivery, after-sales, O&M, and security services for any End Users due to your reasons, you shall bear Huawei Cloud's expenses and responsibilities in relation to the provision of such services to the End Users.
- v. You shall ensure that, during your tenure as a Distributor, your associated Resellers comply with Huawei Cloud partner management regulations and collect necessary payments from End Users in a timely manner. Should any negative incentives arise as a result of unsubscription, specification downgrade, or reverse adjustment of bills in orders of your Resellers during your tenure as a Distributor, you shall be obligated to return the corresponding incentives.
- vi. In the event that you fail to meet the standard appraisal requirements of Huawei Cloud or you engage in serious violations of this Agreement, Huawei Cloud reserves the right to terminate your Distributor identity in the form of written notice. You shall complete all necessary tasks as stipulated by Huawei Cloud within a period of 15 working days, including bill settlement, disassociation with Resellers, and incentive settlement (if any), before withdrawing from the Distribution Partner Program. Any outstanding incentives (if any) will be rendered null and void upon your withdrawal from the Distribution Partner Program.

11.3 **Transition**

- a. At least 30 days prior to the termination of this Agreement, the Parties shall commence discussions in good faith to develop a transition plan to facilitate the smooth transition and migration of Reseller's and Reseller's End Users from you to us or another Huawei Cloud partner.
- b. You shall no later than 30 days prior to the termination of this Agreement: (a) provide us with the name and contact information (including email address and telephone number) of each Reseller or Reseller's End User in order to allow us to contact them to help ensure the transition and (b) provide your associated Reseller or Reseller's End User advance notice of termination of this Agreement. To the extent you provide us with any Personal Data relating to Reseller or Reseller's End User (including their employees, officers or representatives, as the case may be), you represent and warrant that you have obtained the consent of Reseller or Reseller's End Users (including their employees, officers or representatives, as the case may be) to provide us with their Personal Data for the purposes set out herein.

12 Force Majeure

Neither Party shall be liable for any delay or failure to perform this Agreement caused by acts, events, omissions or accidents beyond its reasonable control, including but not limited to acts of God (including earthquake, storms or other natural disaster), epidemic, pandemic, quarantine, acts of terrorism, war or warlike operations, civil unrest or riot, electrical, internet or telecommunication outage, blockages, embargoes, fire, flood, explosion or malicious damage, or failure of plant or equipment, or change of any law, governmental order, rule, regulation, direction or industry standard. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 60 days, either Party may cancel unperformed Services and affected orders (if any) by giving written notice to the other Party. This Section 10 does not excuse your payment obligations hereunder if any.

13 Governing Law and Jurisdiction

13.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) will be governed by and construed in accordance with the Governing Laws, without regard to its conflict of law principles.

13.2 The Parties agree irrevocably to submit any dispute arising out of or in connection with this Agreement to the exclusive jurisdiction of the Corresponding Court (including any dispute or claim relating to non-contractual obligations).

14 Entire Agreement

This Agreement incorporates the documents and policies referenced herein (including reference to information contained in a URL or referenced policy), and is the entire agreement between you and us regarding its subject matter (including the resale or distribution of the Services). This Agreement supersedes all prior or contemporaneous representations, communications, understandings and agreements between you and us, whether in written or oral, regarding its subject matter (including the resale or distribution of the Services).

15 Modifications

We may modify this Agreement, its terms and conditions, including the documents, URLs and policies referenced herein at any time and at our sole and absolute discretion by posting a revised version on the Website or by otherwise notifying you. Except as otherwise indicated in the modified Agreement, documents or policies, the modified terms will come into effect upon posting on the Website. You will review such terms regularly on our Website. By continuing to resell, access or use the Services, you agree to be bound by the modified terms.

16 Miscellaneous

- 16.1 **Relationship.** Each Party is an independent contractor. This Agreement does not create any partnership, joint venture, agency or employment relationship between the Parties.
- 16.2 **Non-assignment.** You will not assign or otherwise transfer all or part of this Agreement to any third party, including your Affiliates, without prior written consent from us. We may transfer or assign this Agreement without your consent to our Affiliates. We will notify you, by posting an announcement on our website or through other means, prior to the effective date of such transfer or assignment. Upon the coming into effective of any such transfer or assignment, this transferor or assignor is fully released from all and any of its obligations and duties to perform the Agreement and the transferee or assignee will be deemed substituted for us.
- 16.3 **No Third Party Beneficiary.** This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other persons.
- 16.4 **Export.** In connection with this Agreement, both Parties shall comply with the applicable export and sanction laws and regulations of United Nations, China, Unites States and other countries. You represent and warrant that you and/or your End Users are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the United States Government, the European Union or its Member States. You shall be solely responsible for compliance related to your subscription, access and use of the Services, including but not limited to Your Content you uploaded, process, provide and/or make available to your End Users.
- 16.5 **Notice.** We may provide notice to you under this Agreement by posting a notice on the Huawei Cloud website, or by email or text message (including via SMS and other instant messaging platforms). Notices we provide by posting on the Huawei Cloud website will be effective upon posting, and in the case of emails and text messages upon sending out (irrespective of whether and when you receive or read it). You shall be responsible to keep your email address or phone number updated.
- 16.6 **No Waivers.** Any delay or failure to enforce any provision of this Agreement will not constitute a waiver of such provision or right in any way or form and will not limit the right to enforce such provision at a later time. If a Party waives a breach of any provision of this Agreement, this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision. All waivers shall be expressly made and in writing to be effective.

- 16.7 **Severability.** If any term of this Agreement is found to be invalid, illegal or unenforceable, the remaining terms of this Agreement shall be unaffected thereby and will remain valid and enforceable. The invalid, illegal or unenforceable term shall be modified so as to give effect to the original intent of the Parties as closely as possible.
- 16.8 **Further Assurance.** Each Party must at its own cost and expense execute, or use all reasonable endeavors to ensure the execution of, whatever further documents or deeds the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of this Agreement.
- 16.9 **Rights and Remedies.** The rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by applicable laws or regulations or otherwise.
- 16.10 **Cost.** Each party must (except as expressly provided) bear its own costs and expenses in connection with the preparation, negotiation, and entering into of this Agreement.
- 16.11 **Warranty.** The Distributor shall obtain all the necessary licenses, permits, consents from any authorities, government entities for performing and conducting the business activities under this Agreement.
- 16.12 **Out of Contact.** In the event that Huawei Cloud is unable to contact you through the email address or phone number associated with your account for a period of one month, Huawei Cloud reserves the right to unilaterally terminate your Distributor identity and transfer your associated Resellers and your Resellers' End Users to Huawei Cloud or another Distributor with the consent of the Resellers and Resellers' End Users. Huawei Cloud reserves the right to recover any outstanding amounts that remain unsettled during your tenure as a Distributor.

17 Definition

- 17.1 **"Affiliate"** in relation to a Party means any person which directly or indirectly controls, is controlled by, or in under common control with that Party. For purposes of the foregoing, "control" shall mean the possession of power to direct or cause the direction of the management and policies of a person, whether through the ownership of equity or voting power, by contract or otherwise.
- 17.2 **"Applicable Data Protection Law"** means any statutes, regulations, orders, regulatory requirements, by laws, ordinances, rules, subordinate legislation and other similar legal instruments in force from time to time relating to data protection, data security, privacy, and/or the collection, use, disclosure and/or processing of Personal Data, including but not limited to the Singapore Personal Data Protection Act 2012.
- 17.3 **"End User"** means an individual or entity that subscribes to Services through Resellers and enters into a contract with Resellers for such Services subject to the terms and conditions herein.
- 17.4 **"Huawei Cloud Contracting Party"** refers to the following (for the avoid of doubt, the Huawei Cloud Contracting Party will be the entity associated with the country in which you are registered as per the below table):

The country/region in which you are registered	Huawei Cloud Contracting Party
South Africa	Sparkoo Technologies South Africa (Pty) LTD.
Chile	Sparkoo Technologies Chile SpA
Peru	Sparkoo Technologies PERU S.A.C.
Brazil	Sparkoo Technologies Do Brasil Ltda.
Thailand	Sparkoo Technologies (Thailand) Co., Ltd.
Hong Kong	Sparkoo Technologies Hong Kong Co., Limited
Saudi Arabia	Sparkoo Technologies Arabia Co., Ltd.
Countries other than the above	Sparkoo Technologies Singapore Pte. Ltd.

17.5 **"Distributor"** means partners authorized by Huawei Cloud to resell Huawei Cloud services and solutions to End User through Reseller.

17.6 **"Governing Law" and "Corresponding Court"** refer to the following and is dependent on the Huawei Contracting Party as per 17.4 above.

Huawei Cloud Contracting Party	Governing Law	Corresponding Court
Sparkoo Technologies South Africa (Pty) LTD.	Laws of the Republic of South Africa	The Court of South Africa having jurisdiction
Sparkoo Technologies Chile SpA	Laws of Chile	Santiago Courts of Justice
Sparkoo Technologies PERU S.A.C	Laws of Peru	Lima Courts of Justice
Sparkoo Technologies Do Brasil Ltda.	Laws of Brazil	Court of the City of Sao Paulo

Sparkoo Technologies (Thailand) Co., Ltd.	Laws of Thailand	Thailand Court
Sparkoo Technologies Hong Kong Co., Limited	Laws of Hong Kong	Hong Kong Court
Sparkoo Technologies Arabia Co., Ltd.	Laws of Kingdom of Saudi Arabia	The competent court in Riyadh, Kingdom of Saudi Arabia
Sparkoo Technologies Singapore Pte. Ltd.	Laws of Singapore	Singapore Court

- 17.7 **"Intellectual Property Rights"** means (i) patents, inventions, designs, copyright and related rights, database rights, trademarks, service marks and trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect which currently exist anywhere in the world.
- 17.8 **"Distribution Program Policies"** means a series of the documents, policies, standard and distribution method on or in connection with the management of the Distributors and incentives as published and updated on the Huawei Cloud Partner Centre from time to time, including but not limited to Huawei Cloud Distribution Partner Program, Huawei Cloud Partner Incentive Rules, Market Development Fund.
- 17.9 **"Personal Data"** means any information relating to an identifiable natural person, such as name, address, e-mail address or telephone number, including information that can identify an individual when taken in combination with other information to which a Party has or is likely to have access.
- 17.10 **"Reseller"** means the Huawei Cloud partners with pre-sales consulting, sales, and service capabilities who are developed, supported, and managed by the Huawei Cloud Distributors with an intention of reselling Huawei Cloud services and solutions to End Users.
- 17.11 **"Security Incident"** means, in relation to Personal Data, any suspected or actual: (a) unauthorized access, collection, use, disclosure, copying, modification or disposal of such data; or (b) loss of any storage medium or device on which such data is stored in circumstances where the unauthorized access, collection, use, disclosure, copying, modification or disposal of such data is likely to occur.
- 17.12 **"Your Content"** means all data (including Personal Data), software, device, text, images, video, audio, photographs, third-party applications, information, materials, in any format, provided or made available by you and/or your End Users that is transferred to, stored in, or processed on the Services. Our materials, data and information will not fall within the definition of Your Content.

17.13 **"Website"** refers to the Huawei Cloud Website located at: <https://www.huaweicloud.com/intl/en-us/>

18 Country/Region Specific Terms

The following country/region-specific terms will replace the above equivalent terms in this Agreement.

Country/Region where you are registered	Section #	Terms and Conditions
<p>Singapore, South Africa, Chile, Peru, Brazil, Thailand, Hong Kong, Malaysia, Pakistan, Philippines, Japan, Macao, Papua New Guinea, Nigeria, Bahrain, Mauritius, Turkey, Ethiopia, Libya Saudi Arabia</p>	<p>Section 3.2</p>	<p>3.2 Taxes.</p> <p>3.2.1 Fees for Services are:</p> <p>i. exclusive of VAT, sales tax, goods and service tax (GST) or any similar or analogous turnover tax applicable in a relevant territory if any, which shall be charged in addition thereto in accordance with the relevant laws and regulations in force at the time of making the relevant taxable supply.</p> <p>ii. inclusive of:</p> <p style="padding-left: 40px;">withholding tax, or any similar or analogous tax applicable in a relevant territory if any, which shall be deducted from Fees thereto, and</p> <p style="padding-left: 40px;">any other taxes which should be filed and paid by us in accordance with the relevant laws and regulations.</p> <p>3.2.2 Each Party should, as required under applicable laws and regulations as well as the applicable double tax treaties or arrangements, file and pay all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) respectively that are imposed on that Party upon or with respect to the transactions and payments contemplated under this Agreement.</p> <p>3.2.3 All payments to be made by you to us under this Agreement shall be made without any set-off, counterclaim, withholding or deduction, be it tax-related or otherwise, unless specifically required by any applicable laws and/or</p>

Country/Region where you are registered	Section #	Terms and Conditions
		<p>regulations in the territory or under the applicable double tax treaties or arrangements.</p> <p>3.2.4 In the circumstance that a withholding tax or tax deduction is so required, you shall fulfill the withholding liability and make the payment to us net of the withholding tax or tax deduction, subject to the following requirements under this Section.</p> <ul style="list-style-type: none"> i. Where preferential tax treatment is applicable under a double tax treaty or arrangement, or the prevailing domestic tax laws/regulations, only the tax amount under such preferential tax treatment should be withheld by you. You shall apply to tax authorities for such preferential tax treatment with reasonable efforts. We will provide appropriate assistance during the application. To the extent that the tax authorities do not grant such preferential tax treatment, you shall provide appropriate evidence to us to support the application of the standard tax treatment. ii. Where there are Taxes to be withheld, you shall provide us with the formal tax clearance/payment certificates or other equivalent legal documents issued by the tax authority within 60 days after the completion of such withholding activity. You shall be responsible for obtaining such tax clearance certificate or equivalent legal document from the tax authority, and deliver it to us properly in good condition (i.e. not broken, stained or blurred that might affect our use) with reasonable effort. In case that a tax authority does not provide a formal tax clearance, payment certificate or equivalent legal documents, we will mutually agree what other alternative evidence can be provided. In case that such tax clearance certificate or equivalent legal document could not be provided to us due to your

Country/Region where you are registered	Section #	Terms and Conditions
		<p>negligence or non-compliance, you shall indemnify us for any losses, damage, expense or cost caused thereby.</p> <p>iii. If you pay the charge to us net of the withholding tax or tax deduction, and a subsequent tax audit, investigation or inquiry identifies that a filing, withholding or deduction should have been made for/from the charge, you shall be liable to bear and pay amounts due under such a filing, deduction and any surcharges and penalties due thereon to the relevant authority.</p> <p>3.2.5 If We incur any additional tax costs or liabilities as a consequence of your delay or omission of above mentioned tax responsibilities or due to the provision of false or incomplete information by you which is necessary for us to determine and meet our above mentioned tax responsibilities arising from our supplies of services to you (including but not limited to information relevant to the determination of your country or region of tax residency), you shall be solely and exclusively liable to bear such costs related to Taxes not withheld, deducted, or reported, along with any interest, penalties and other charges associated therewith which are to be settled with the relevant governmental or tax authorities.</p> <p>3.2.6 If, subsequent to the entering into, during the course of the performance of, or retrospectively applicable to this Agreement, any rates of existing Taxes are increased or decreased, a new Tax is levied, an existing Tax is abolished, or any change in the interpretation or application of any Tax is adopted (collectively referred as "Tax Changes"), an equitable adjustment of the Agreement Price shall be made, taking into full account of the Tax Changes, to protect us from the detrimental impact thereof, if any.</p>

Country/Region where you are registered	Section #	Terms and Conditions
South Africa	Section 3	<p>3.1 Pricing. The pricing for each program is available at https://www.huaweicloud.com/intl/en-us/product/price.html .</p> <p>3.2 Payment. Service fees will be billed and charged monthly. We will issue tax invoices to you after monthly bill generated. The currency of invoicing and payments under this Order shall be Local currency. HUAWEI CLOUD will issue tax invoice in local currency (as the case maybe) to you using the applicable exchange rate, in accordance with the local applicable tax law. The invoice amount will include applicable VAT, sales tax, goods and service tax (GTS), withholding tax, or any similar or analogous tax in addition to the net prices listed on the Website. You should accurately maintain billing information in the HUAWEI CLOUD User Center. You agree to pay such invoices and/or bills in the currency as specified in the bill and/or invoice within due date. Payment obligations under this Agreement shall not terminate with the expiration or termination of this Agreement.</p>
Chile	Section 3	<p>3.1 Pricing. The pricing for each program is available at https://www.huaweicloud.com/intl/en-us/product/price.html .</p> <p>3.2 Payment. Service fees will be billed and charged monthly. We will issue tax invoices to you after monthly bill generated. The currency of invoicing and payments under this Order shall be Local currency. HUAWEI CLOUD will issue tax invoice in local currency (as the case maybe) to you using the applicable exchange rate, in accordance with the local applicable tax law. The invoice amount will include applicable VAT, sales tax, goods and service tax (GTS), withholding tax, or any similar or analogous tax in addition to the net prices listed on HUAWEI CLOUD's Site. You should accurately maintain billing information in the HUAWEI CLOUD User Center. You agree to pay such invoices and/or bills in the currency as specified in the bill and/or invoice within due date. Payment obligations under this Agreement shall not terminate with the expiration or termination of this Agreement.</p>

Country/Region where you are registered	Section #	Terms and Conditions
Peru	Section 3	<p>3.1 Pricing. The pricing for each program is available at https://www.huaweicloud.com/intl/en-us/product/price.html .</p> <p>3.3 Payment. Service fees will be billed and charged monthly. We will issue tax invoices to you after monthly bill generated. The currency of invoicing and payments under this Order shall be Local currency. HUAWEI CLOUD will issue tax invoice in local currency (as the case maybe) to you using the applicable exchange rate, in accordance with the local applicable tax law. The invoice amount will include applicable VAT, sales tax, goods and service tax (GTS), withholding tax, or any similar or analogous tax in addition to the net prices listed on HUAWEI CLOUD's Site. You should accurately maintain billing information in the HUAWEI CLOUD User Center. You agree to pay such invoices and/or bills in the currency as specified in the bill and/or invoice within due date. Payment obligations under this Agreement shall not terminate with the expiration or termination of this Agreement.</p>
Brazil	Section 3	<p>3.1 Services Fees. You will pay us the applicable fees and charges for the Services subscribed and/or used in accordance with the pricing, payment methods and rules specified in our Website or the applicable Order Form. Prices contained in the Order Form can be adjusted in accordance to the subscription terms and billing mode Prices are in U.S. Dollars and payments under this Agreement shall be paid in Brazilian reais. The conversion of the amounts denominated in U.S. Dollars to reais shall be determined in previous invoicing working day, considering the sell exchange rates published by the Brazilian Central Bank, pursuant the SISBACEN software, PTAX 800, option No. 5, currency 220, at close of business of the business day in Brazil. We may adjust the pricing, payment methods and rules at any time at our own discretion. You may view the updated pricing, payment methods and rules at https://www.huaweicloud.com/intl/en-us/product/price.html . You acknowledge and agree that we may adjust your payment frequency or payment method if we reasonably</p>

Country/Region where you are registered	Section #	Terms and Conditions
		<p>believe that there would be fraudulent or potential breach of your payment obligations.</p> <p>3.2 Billing and Payment. The report bill will be issued in the beginning of subsequent month after service is rendered. The tax invoice will be issued in 3 (three) working days after the report bill is issued. Payment shall be done in 30 (thirty) days after report bill is issued. Bank account information will be provided accordingly in the tax invoice.</p>
Mexico	Section 3	<p>3.1 Pricing. The pricing for each program is available at https://www.huaweicloud.com/intl/en-us/product/price.html .</p> <p>3.2 Payment. Service fees will be billed and charged monthly. We will issue tax invoices to you after monthly bill generated. The currency of invoicing and payments under this Order shall be Local currency. HUAWEI CLOUD will issue tax invoice in local currency (as the case maybe) to you using the applicable exchange rate, in accordance with the local applicable tax law. The invoice amount will include applicable VAT, sales tax, goods and service tax (GTS), withholding tax, or any similar or analogous tax in addition to the net prices listed on HUAWEI CLOUD's Site. You should accurately maintain billing information in the HUAWEI CLOUD User Center. You agree to pay such invoices and/or bills in the currency as specified in the bill and/or invoice within due date. Payment obligations under this Agreement shall not terminate with the expiration or termination of this Agreement.</p>
Kenya	Section 3.2	<p>3.3 Taxes.</p> <p>3.2.1 Fees for Services are:</p> <ul style="list-style-type: none"> i. exclusive of VAT, sales tax, goods and service tax (GST) or any similar or analogous turnover tax applicable in a relevant territory if any, which shall be charged in addition thereto in accordance with the

Country/Region where you are registered	Section #	Terms and Conditions
		<p>relevant laws and regulations in force at the time of making the relevant taxable supply.</p> <ul style="list-style-type: none"> ii. inclusive of: iii. withholding tax, or any similar or analogous tax applicable in a relevant territory if any, which shall be deducted from Fees thereto, and iv. any other taxes which should be filed and paid by us in accordance with the relevant laws and regulations. <p>3.2.2 Each Party should, as required under applicable laws and regulations as well as the applicable double tax treaties or arrangements, file and pay all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) respectively that are imposed on that Party upon or with respect to the transactions and payments contemplated under this Agreement.</p> <p>3.2.3 All payments to be made by you to us under this Agreement shall be made without any set-off, counterclaim, withholding or deduction, be it tax-related or otherwise, unless specifically required by any applicable laws and/or regulations in the territory or under the applicable double tax treaties or arrangements.</p> <p>3.2.4 In the circumstance that a withholding tax or tax deduction is so required, you shall fulfill the withholding liability and make the payment to us net of the withholding tax or tax deduction, subject to the following requirements under this Section:</p> <ul style="list-style-type: none"> i. Where preferential tax treatment is applicable under a double tax treaty or arrangement, or the prevailing domestic tax laws/regulations, only the tax amount under such preferential tax treatment should be withheld by you. You shall apply to tax authorities for such preferential tax treatment with reasonable efforts.

Country/Region where you are registered	Section #	Terms and Conditions
		<p>We will provide appropriate assistance during the application. To the extent that the tax authorities do not grant such preferential tax treatment, you shall provide appropriate evidence to us to support the application of the standard tax treatment.</p> <p>ii. You shall provide us with the formal tax clearance/payment certificates or other equivalent legal documents issued by the tax authority within 60 days after the completion of such withholding activity. You shall be responsible for obtaining such tax clearance certificate or equivalent legal document from the tax authority, and deliver it to us properly in good condition (i.e. not broken, stained or blurred that might affect our use) with reasonable effort. In case that a tax authority does not provide a formal tax clearance, payment certificate or equivalent legal documents, we will mutually agree what other alternative evidence can be provided. In case that such tax clearance certificate or equivalent legal document could not be provided to us due to your negligence or non-compliance, you shall indemnify us for any losses, damage, expense or cost caused thereby.</p> <p>iii. If you pay the charge to us net of the withholding tax or tax deduction, and a subsequent tax audit, investigation or inquiry identifies that a filing, withholding or deduction should have been made for/from the charge, you shall be liable to bear and pay amounts due under such a filing, deduction and any surcharges and penalties due thereon to the relevant authority.</p> <p>3.2.5 If We incur any additional tax costs or liabilities as a consequence of your delay or omission of above mentioned tax responsibilities or due to the provision of false or incomplete information by you which is necessary for us to</p>

Country/Region where you are registered	Section #	Terms and Conditions
		<p>determine and meet our above mentioned tax responsibilities arising from our supplies of services to you (including but not limited to information relevant to the determination of your country or region of tax residency), you shall be solely and exclusively liable to bear such costs related to Taxes not withheld, deducted, or reported, along with any interest, penalties and other charges associated therewith which are to be settled with the relevant governmental or tax authorities.</p> <p>3.2.6 If, subsequent to the entering into, during the course of the performance of, or retrospectively applicable to this Agreement, any rates of existing Taxes are increased or decreased, a new Tax is levied, an existing Tax is abolished, or any change in the interpretation or application of any Tax is adopted (collectively referred as "Tax Changes"), an equitable adjustment of the Agreement Price shall be made, taking into full account of the Tax Changes, to protect us from the detrimental impact thereof, if any.</p> <p>3.2.7 If we involve Digital Service Tax liability in Kenya, below term shall be added into Section 3.2.1:</p> <p>Fees for Services are inclusive of Digital Service Tax, which shall be filed and paid by us to the tax authority in accordance with the relevant laws and regulations of Kenya.</p>

Last Updated:, March 1, 2024