

# Sales Partner Cooperation Agreement



[HUAWEI] Huawei do Brasil Telecomunicações Ltda.

[SALES PARTNER] 64.343.195 GIOVANNA DO VALE LOPES

ALVES SALES

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## PREAMBLE

This Agreement is made and entered into by and between Huawei and the company who registers to be Huawei's Sales Partner and approved by Huawei ("**Sales Partner**"). For purposes of this Agreement, Huawei is defined as Huawei do Brasil Telecomunicações Ltda, a company incorporated and existing under the laws of Federative Republic of Brazil, having its registered office at Arquiteto Olavo Redig de Campos Street, nº 105, sets 211 212 221 222 231 232 241 e 242, EZ TOWERS building, Vila São Francisco, in the City of São Paulo, State of São Paulo, Zip Code 04711-904, and with CNPJ/ME under nº. 02.975.504/0001-52, hereinafter referred to as simply "HUAWEI", according to the applicable entity defined in the first page.

Huawei and Sales Partner are collectively referred to hereinafter as the "Parties" and each individually referred to as a "Party".

## BACKGROUND

- (A) Sales Partner desires to be appointed as a partner to (i) Resell Product(s) to Reseller(s) and/or End User(s), and/or (ii) Resell Service(s) to Reseller(s) and/or End User(s), without Added Value, and/or (iii) integrate its certain Added Value into a specific Service and provide such service to Reseller(s) and/or End User(s);
- (B) Huawei desires to appoint Sales Partner, upon satisfaction of the General Terms and Conditions of Partnership and the terms and conditions of this Agreement;
- (C) For above stated purposes, Sales Partner hereby applies for registration on ePartner, which requires full compliance with the General Terms and Conditions of Partnership and this Agreement;
- (D) Accordingly, in consideration of the foregoing, the mutual covenants and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined hereinafter. All terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the General Terms and Conditions of Partnership entered into by and between the Parties.

**Added Value** shall mean the non-Huawei portion of Sales Partner's total solution, which Sales partner provides to End Users. Examples of Added Value include, but are not limited to, network design, configuration, trouble-shooting, managed services and cloud services, etc. that comprise a significant portion of the total revenues received by Sales Partner from an End User of Huawei Products. Sales partner acknowledges that telesales, catalog sales, and sales over the Internet do not include Added Value if the communications from the prospective End User purchaser were exclusively prompted by something other than a face-to-face interaction between Sales partner's sales representative and such prospective End User. In addition, providing financing options and/or network services (unless such network services comprise managed and/or cloud services, or any other provisioned services) to End Users does not constitute Added Value as well.

**Affiliate(s)** shall mean any corporation, company or other business entity that directly or indirectly controls or is controlled by or under the common control with a Party. For this purpose, "control" means the direct or indirect ownership or entitlement of the ownership of in aggregate fifty percent or more of voting capital.

**Agreement(s)** shall mean the terms and conditions of this main agreement, attachments and all Purchase Orders under this agreement if any.

**Authorized Source** means a Sales Partner that is authorized by Huawei and/or Huawei's affiliate within the Territory to Resell Products and Services within the Territory (or within another territory of Huawei's choice, in the event that no Authorized Source exists within the Territory).

**Business Day(s)** shall mean week days excluding any public holidays in the Territory.

**Confidential Information** shall mean all financial, business and technical or other data and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of a Party that the other Party obtains, receives or has access to during discussions leading up to the Agreement and throughout the Term.

**Board** shall mean the replaceable boards such as main control board, service board and interface board, etc. that can be perceived, and are exclusively or commonly used in the Frame-shaped or Cabinet-type equipment.

**Co-Care** shall mean Huawei maintenance services solutions which are designed for Sales Partners who meet Huawei's service authorization requirements to obtain Huawei's technical support (level 3 technical support and spare parts). These services solutions shall be integrated with Partner's own value-added service (on-site technical support, equipment health check, etc.) to constitute Partner-branded services ("Partner-branded Service") to the End User.

**Commencement Date** shall mean the date Huawei starts to provide Services to End Users according to each specific Service.

**Component Partners** purchase Huawei's self-developed components and incorporate them into their own products for sale through R&D and production. These partners do not directly resell or simply repackage and sell Huawei components.

**Credit Note** shall mean a negative invoice which may be used to decrease the corresponding accounts receivable by reason(s) of Products return, incentives, etc.

**Customized Products** shall mean the Products which, at the time of sale or at any time thereafter, contain any customized elements or components including, without limitation, any customized firmware, software, hardware, packaging or branding, including, but not limited to any Product which is designed to or has been provisioned for a specific customer.

**Day(s)** shall mean the calendar day in the Territory.

**Direct Sales Agreement** means a Sales Framework Agreement and any other sales agreement based on specific project providing for terms and conditions under which Sales Partner purchases directly from Huawei Products, Services and/or Software via Purchase Orders for Resale to End Users either directly or indirectly.

**Distributor** shall mean a Sales Partner as specifically authorized and appointed by Huawei that may purchase Products and/or Services directly from Huawei and distributes them to other Sales Partners with Huawei's permission within the Territory.

**Documentation** shall mean designs, drawings, sketches, advises, specifications, data, documentation, reports, notes, calculations, samples, models, patterns, photographs, audio-visual materials, recordings, manuals, tools and all other information and the like which is in a material form and is required to be provided and created (including, where the context so requires, those to be created by Huawei) for the performance of the obligations for specific opportunity or project.

**DOA** (dead on arrival) refers to the situation that a Product, of which appearance is good, fails to operate after initially powered on, or fails to perform properly within forty-eight (48) hours after powered on.

**Defective Part(s)** shall mean the functional defective of board or module which is found during warranty or maintenance service period.

**Effective Date** shall mean the date on which Huawei notifies Sales Partner that its registration as a Huawei partner is successfully completed.

**Electronic Order** shall mean a Purchase Order submitted by Partner to Huawei via the Order System.

**ePartner** shall mean the website as set forth at URL Address: [partner.huawei.com](http://partner.huawei.com) and

corresponding available mobile application (if any) which is used as the portal and official platform for the Parties' cooperation.

**End User(s)** shall mean the final purchaser or licensee that (i) has acquired Products and/or Services for its own Internal Use only and not for Resale, remarketing or distribution, and (ii) is identified as such purchaser or licensee by Sales Partner pursuant to this Agreement.

**End of Marketing** or **EOM** shall mean the last date after which Huawei will stop accepting PO of the Product or spare parts (e.g. main board, related accessories etc.).

**End of Full Support** or **EOFS** refers to the last date after which Huawei will stop providing new patches for fixing defects newly found in Software release.

**End of Service & Support** or **EOS** shall mean the date after which Huawei will stop providing any Service or support to Product or Software release.

**Force Majeure Event** shall mean any event which could not reasonably have been foreseen and avoided and is beyond a Party's control, including without limitation, acts of God, sabotage, riots, fires, floods, epidemic, earthquakes, piracy, wars, typhoons, explosions, labor unrest, or labor shortage, strikes, embargoes, terrorism, nuclear incidents and acts of government, but excluding lack of authorizations, licenses, or approvals necessary for the performance of this Agreement. **Notwithstanding any other provisions, any new laws, regulations, rules, orders, or measures, related to export control, economic or financial sanctions, embargoes, and/or other restrictions, as imposed, issued, administered, enacted or enforced by the United States of America, after the effective date of this Agreement shall be deemed as a Force Majeure Event.**

**Huawei Partner Policy** shall mean guidelines and policies formed by Huawei in relation to the cooperation with Partner published on ePartner or sent to Partner by email, which may be updated from time to time subject to the discretion of Huawei and communicated to Partner and shall bind Partner explicitly.

**Huawei Partner Portal** shall mean Huawei computer software system (including ePartner, and/or other platform as identified by Huawei, where applicable), including all content posted thereto. It is developed for Huawei authorized partner (including but not limited to Sales Partner) to log on to process applicable and permitted activities to meet daily business requirements. Any reference to the Huawei Partner Portal refers to the then-current content made available to Huawei registered partner. Huawei authorized partner is aware and acknowledges that the information generated from Huawei Partner Portal is authentic and valid.

**Huawei Material** shall mean Software, literary works, specifications, design documents, processes, methodologies, programs, program listings, programming tools, documentation, databases, reports, drawings and other similar work products.

**Huawei Online Order System** or **Order System** shall mean the Huawei web enabled computer system for receiving and processing Electronic Orders issued by Partner.

**Intellectual Property Rights** shall mean patents, rights to inventions, copyright and related rights, Trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including but not limited to know-how and trade secrets) and any

other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Internal Use** shall mean any business use of Products and/or Services for an End User's or Sales Partner's own internal use, which is distinguished from the definition of Resale below. For clarification purposes, "internal use" does not include the use of Products and/or Services by Sales partner for the purpose of providing managed services or cloud services to End Users.

**Lifecycle** means the designed lifetime of the Products, in terms of years from the date of general availability until the date of EOS, the period during which Huawei will make the service and support available. **Non-Genuine Product(s)** shall mean any and all products: (i) to which a trade name or trademark has been affixed without Huawei's written consent; (ii) that have not been manufactured by Huawei or by a licensed manufacturer of either Huawei in accordance with the applicable license; (iii) are produced with the intent to counterfeit or imitate a genuine Product, or (iv) Products where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.

**Powered Services** shall mean Huawei professional service series which are designed for Sales Partners who meet Huawei's Service authorization requirements to obtain Huawei's technical advice during the service delivery period. These service series shall be integrated into Partner-branded services ("Partner-branded Service") to End User with Partner's own value-added service.

**Product(s)** shall mean Huawei hardware products, Software and related documentation which Huawei makes available to Sales Partners either directly or through an Authorized Source for Resale (or, in the case of Software, license grant to use such Software).

**Proof of Delivery** or **POD** shall mean a document signed by consignee to acknowledge the receipt of physical cargo, or the waybill or carrier's internal arrival proof provided by logistics service provider as the case may be.

**Purchase Order** or **PO** shall mean hard copy or Electronic Order(s) issued by Partner to Huawei for the purchase of Products and/or Services under this Agreement or a Direct Sales Agreement.

**Resale** shall include any of the following sales or dispositions of Products and/or Services:

- a) transfer of title (or, for Software, a license conferring the right to use the Software, and, for Services, the entitlement to receive such Services) to End User or to a financial intermediary such as a leasing company, even if such leasing company is affiliated with Reseller, where the Products and/or Services are used by an unaffiliated End User. All references to "Resell(s)" herein shall mean to engage in "Resale".
- b) retention of title (or, for Software, a license conferring the right to use the Software, and, for Services, the entitlement to receive such Services) by the Sales Partner, but only where the Product or Service is deployed to facilitate the provision by Sales Partner of hosting, outsourcing, managed services, cloud services, or any other provisioned services for the use

of End Users who are not affiliated with Sales partner and who contract with Sales Partner for the provision of such services.

In no event shall the term Resale include use of Products and/or Services for the provision of network services to the general public. The verb "**Resell**" means to engage in Resale and the use of a Product or Service by Sales Partner for the purpose of providing managed or cloud services, or any other provisioned services to End Users does not constitute network services.

**Reseller(s)** Reseller(s) shall mean any Sales Partner which has not been certified as either Distributor or **Diamond Reseller**.

**Retention Service** shall mean Huawei specialized service with which a Distributor or **Diamond Reseller** can choose to retain the Defective Part(s) while obtaining the replacement part(s).

**Sales Configuration Tool or SCT** shall mean the online tool provided by Huawei with which Partner may access by URL address: [unistar.huawei.com](http://unistar.huawei.com).

**Service(s)** shall mean any maintenance, design, implementation, or any other services provided or to be provided by Huawei, each available Service has its own Service description, as of the purchase date of such Services, to be made available as set forth at URL Address: <https://e.huawei.com/en/services>

**Shipment Damage** shall mean the situation where (i) upon signing the POD, it is found that the Products and/or their packaging are deformed or damaged, or (ii) upon opening of the intact original packaging, it is found that the Products are damaged.

**Software** shall mean the machine readable (object code) version of computer programs developed or marketed by Huawei and/or its Affiliates and related documentation.

**Software License** shall mean Software entitlement, which is the proof of usage right of software, and will be protected by relevant laws. Sales Partner shall use the software subject to such entitlement and authorized scope, which includes but not limits to software of product itself, software version, features, capacity, location and valid period, etc.

**Term** shall mean the period during which this Agreement is effective as prescribed in Article 4 of this Agreement.

**Territory** shall mean the geographic location(s) where Sales Partner is authorized to provide Products and/or Services by Huawei at its own discretion, as defined in ePartner system for Sales Partner. If Sales Partner is authorized to provide Products and/or Service in one of the member states of the EEA (EEA means the nations of the European Union and the European Free Trade Area) or Switzerland, the Territory shall be EEA and Switzerland.

**Third-Party Products** means products provided by manufacturers or sellers other than Huawei, including hardware, software, and licenses.

**Third-Party Software** shall mean a software program which is licensed by a Third-Party to Huawei and sublicensed by Huawei to Partner, or which is licensed by a Third-Party to Partner



via Huawei, that is subject to the terms and conditions of the applicable Third-Party's license and maintenance provisions.

**Unauthorized Product(s)** shall mean any genuine Huawei product and Huawei Service that has been purchased or acquired, either directly or indirectly, from any party other than Huawei and/or an authorized source, or sold to any party other than an End User. Unauthorized Product(s) do not include Non-Genuine Product(s).

**White Label Partners** purchase Huawei products that do not bear the Huawei brand, and resell these products or provide services under a non-Huawei brand.

**Diamond Reseller** shall mean a Sales Partner specifically authorized and appointed by Huawei that may purchase Products and/or Services directly from Huawei for Resale to End Users with Huawei's permission within the Territory.

## 1.2. Interpretation

In the event of any conflict among the provisions of this Agreement and other agreements executed by and between the Parties (if applicable), except as otherwise specified, the following order of precedence shall apply to the extent necessary to resolve the conflict or inconsistency:

- (i) Article of any Direct Sales Agreement;
- (ii) Articles of this Agreement, including Attachment 1;
- (iii) Articles of the General Terms and Conditions of Partnership.

If Huawei and Sales Partner have a Direct Sales Agreement that is in effect on the day Sales Partner submits this Agreement, or if the Parties subsequently execute a Direct Sales Agreement, and such Direct Sales Agreement conflicts with this Agreement, the conflicting terms and conditions of the Direct Sales Agreement shall take precedence for the term in question. This Agreement may only be modified by a written document executed by Huawei and Sales Partner, subject to 15.1 (Amendment) below.

## ARTICLE 2 AUTHORIZATION AND PURCHASE/RESALE RULES

During the Term of this Agreement, Huawei hereby authorizes and appoints Sales Partner, on a non-exclusive, non-transferable and revocable basis, as a sales partner, depending on the authorization and/or certification of Sales Partner that granted by Huawei, to purchase Products and/or Services from Huawei or certified Distributors. and to (i) Resell Product(s) to Reseller(s) and/or End User(s), and/or (ii) Resell Service(s) to Reseller(s) and/or End User(s), without Added Value, and/or (iii) integrate its certain Added Value into a specific Service and provide such service to Reseller(s) and/or End User(s). Sales Partner shall conduct all the resales activity within the authorized Territory.

Subject to Huawei's authorization policies, Sales Partner may be certified to conduct Resale business in the authorized Territory as a particular role with corresponding benefits. The specific certification, authorization granted to Sales Partner shall be published on ePartner. Huawei

reserves the right to take any and all management measures as it deems appropriate and necessary to Sales Partner. Upon satisfaction of eligibility criteria required by Huawei, Sales Partner may be certified as a Distributor or a **Diamond Reseller** with respective authorizations set forth below.

(i) Distributor

If Sales Partner is certified by Huawei as a Distributor, it will have the authorization, on a non-exclusive, revocable basis, to (i) purchase Products and/or services from Huawei, and (ii) market and Resell Products and/or Service to Resellers in the Territory. If certified as Distributor, Sales Partner shall ensure Resellers that purchased Products and/or Services from Distributor compliance with obligations regarding End Users under this Agreement.

(ii) **Diamond Reseller**

If Sales Partner is certified by Huawei as a **Diamond Reseller**, it will have the authorization, on a non-exclusive, revocable basis, to (i) purchase Products and/or Service from Huawei, (ii) market and Resell Products and/or Services to End Users, and (iii) integrate its certain Added Value into a specific Service as Partner-branded Service and provide it to End User in the Territory. If a Sales Partner meets Huawei's Service authorization requirements and will cooperate or has cooperated with Huawei in Services, Sales Partner shall also comply with additional obligations set forth in Attachment 1 to this Agreement.

- 2.1. Subject to Huawei's authorization and then-current Huawei Partner Policy as updated by Huawei from time to time, Sales Partner may integrate Products and/or Services with its Added Value as a part of the total solution to Reseller and/or End Users. In case Sales Partner integrates its certain Added Value into a specific Service and provides Partner-branded Service to Reseller and/or End User, Sales Partner shall market Partner-branded Service under its own brand. Under this circumstance, Huawei shall only be liable to Sales Partner for the specific Service Huawei provides to Sales Partner. Sales Partner further agrees that Reseller and/or End User understands that Sales Partner is providing Partner-branded Service as its own proprietary services, and consequently any obligations or liabilities arising out of Partner-branded Service shall be borne by Sales Partner.
- 2.2. In order to procure Products and/or Services, Sales Partner may be required by Authorized Source to enter into other agreements with such Authorized Source. Sales partner acknowledges and accepts that each Authorized Source is an independent Party with no power to act on behalf of Huawei in any manner. Except to the extent that such other agreements expressly identify Huawei as a third-party beneficiary of the agreement, such other agreements will be considered executed only between Sales Partner and Authorized Source. Sales Partner further acknowledges and accepts that any agreement concluded by Sales partner and Authorized Source shall not constitute agreements with Huawei. The prices Sales Partner pays for Products and/or Services will be set unilaterally by Authorized Source.
- 2.3. Sales Partner agrees to grant Huawei a royalty-free, worldwide, non-exclusive, non-transferable, revocable and limited license to use its Trademark (Logo) or marketing

materials, including but not limited to text and audio version of successful story, PPT slides, and case video, in Huawei exhibition halls, open marketing materials, trade fairs, Open Labs, presentation for partners or customers, social medias, Huawei official websites or Third-Party advertising platform, and Partner Trademark (Logo) wall displays during the Term of this Agreement. Sales Partner further agrees to grant Huawei a worldwide right to use its business case in other similar tenders. Sales Partner warrants that it is the rightful owner or user of the Trademark (Logo) and will indemnify Huawei and its subsidiaries or affiliates for any claims due to Huawei's use of such Trademark (Logo) or marketing materials by a Third-Party.

- 2.4. Sales Partner agrees not to transship, sell or otherwise transfer the Products outside the Territory, nor shall Sales Partner knowingly sell Products to any person or entity that intends to sell the Products outside the Territory. Sales Partner undertakes that itself will not sell, distribute, solicit orders, market Products and/or Services, engage salespersons, establish warehouses or other distribution centers or engage in any Resale activities outside of the Territory. Sales Partner also undertakes to prohibit its sub-contractors, agents, Resellers and/or End Users and employees from any such aforesaid conduct.
- 2.5. Sales Partner is only authorized to market, solicit orders of and Resell Products and/or Services set forth in the SCT System or as received which is sent separately, and may not market, solicit orders of or Resell any Non-Genuine Products, Unauthorized Products, or second-hand Products without the prior written consent of Huawei, notwithstanding the right of the Sales Partner to buy Products and/or Services from other Authorized Sources in line with applicable competition law rules.
- 2.6. Sales Partner may use Huawei Partner Portal or other resources provided by Huawei only for the purpose of fulfilling its obligations under this Agreement and may not in any event disclose, transfer, or sub-license the same to any Third-Party without Huawei's permission.
- 2.7. Notwithstanding any other provisions in this Agreement, Huawei reserves the right to make adjustment to the Services set forth in <https://e.huawei.com/en/services> from time to time following a prior notice.
- 2.8. Sales Partner shall not authorize, assign or subcontract Services it shall perform to End Users in connection with the Products covered by this Agreement unless:
  - a) Sales Partner has obtained Huawei's prior written consent or permission;
  - b) Sales Partner subcontracts to a Sales Partner that meets Huawei's certification;
  - c) Sales Partner subcontracts to a service provider that meets Huawei's requirement.

Sales Partner subcontracting Services under any of the above conditions shall remain fully liable for Services provided by its sub-contractor.

- 2.9. For Products of which the warranty period is expired according to the product warranty notice (<https://support.huawei.com/enterprise/en/warranty/ENEWS1000006974>), Sales Partner

may not purchase or Resell any Services unless it has obtained written confirmation from Huawei or a Huawei certified technical support centre certifying that those Products were originally bought from Huawei and/or its Affiliates, in good conditions and satisfying the basic standards. Huawei reserves the right to charge for expenses and costs incurred as a result of on-site inspection or examination.

- 2.10. Sales Partner acknowledges and agrees that it shall comply with the applicable Huawei Partner Policy released by Huawei separately and that such partner policies are subject to change from time to time.

## **ARTICLE 3      OBLIGATIONS OF THE PARTIES**

Notwithstanding any other provisions in this Agreement, each Party is responsible for its own expenses incurred prior to the Effective Date and during the course of its fulfillment of its responsibilities and obligations under this Agreement.

### **3.1. Huawei's Obligations**

- a) In accordance with Sales Partner's requirements, Huawei may provide training in relation to Products and/or Services to Sales Partner;
- b) Huawei may provide sales documents of a reasonable quantity to Sales Partner free of charge. If Sales Partner requires additional documents, Sales Partner shall apply to Huawei in advance;
- c) For cooperated marketing activities provided by Sales Partner, Huawei shall give advice on media and activity contents, and shall have the right of supervision over the contents used for marketing activities;
- d) Subject to Sales Partner's prior application and Huawei's approval at its sole discretion, Huawei may provide necessary supports to Sales Partner on various marketing activities including but not limited to human resources, documentation and reimbursement for relevant expenses, pursuant to this Agreement. After the end of such activity, Sales Partner shall provide a summary report and relevant information to Huawei according to Huawei's request;
- e) Huawei may grant and provide incentives to Sales Partner according to Huawei's Partner Policy or programs published from time to time. Huawei reserves the right to suspend or cancel the incentives granted to Sales Partner if there are breaches of this Agreement constituted by Sales Partner. Huawei reserves the right to correct incentives that have been distributed in cases where the incentives are incorrectly calculated across incentive periods due to contract changes or where Huawei discovers errors in the incentive calculations (including but not limited to stocktaking or outbound record checks) and sales Partners shall return the incentive.
- f) Should there be any payments due from Huawei to Sales Partner, Huawei shall reserve the right to, at its own discretion, offset such sums against any amount payable from Sales Partner to Huawei.

### 3.2. Sales Partner's Obligations

#### (i) Sales Partner agrees and undertakes:

- a) to maintain (1) at least one valid contact person as an interface to Huawei; (2) a minimum number of trained personnel as required by Huawei from time to time; (3) sufficient insurance to cover the Products from the moment when the risk in the Products is transferred to Sales Partner;
- b) to provide Huawei with sales record list, serial number, business model, and information of Reseller and/or End Users as required by Huawei; and Huawei reserves the right to directly inform Reseller and/or End Users of the rights and benefits they could enjoy by way of e-mail, telephone or website;
- c) to provide name and address of each End User in the Product purchase order issued to the Authorized Source. Additionally, Sales Partner shall identify the complete name and address of each End User in writing within five (5) days after receiving request from Huawei or the Authorized Source. Sales Partner acknowledges that it is critical to provide adequate End User information to Huawei so that Huawei may provide applicable warranty and/or other service support, and to verify End User's entitlement to same. Sales Partner's failure to timely provide such End User information may entitle Huawei the right to terminate this Agreement prior to its expiration.
- d) to satisfy additional requirements and to enter into supplemental agreements with Huawei if Resale of Products and/or Services to a particular End User with whom Huawei has contracted directly, as applicable;
- e) to authorize the release of its information, including contact information and its customer Account Number(s) at the Distributor if any, to Huawei and Huawei-authorized third parties, including Huawei-authorized Distributors, to validate Sales Partner's intent and ability to Resell and to initiate new partner onboarding, training, and sales engagement upon submitting the partner registration application and accepting the terms of this Agreement. Sales Partner also indemnifies and holds Huawei, its Affiliates and its authorized third parties harmless from any claim or judicial action whatsoever resulting from the use of such information;
- f) to provide Huawei, upon request, with sufficient, free and safe access to Sales Partner's facilities. Huawei reserves the right to inspect Sales Partner's service to Reseller and/or End Users at a mutually convenient time;
- g) to retain records and documents of all transactions of Products and/or Services including but not limited to relevant bidding documents, contracts between Sales Partner and End User, bill of quotation, configuration list, logistic information, and project price quotation for a period of three (3) years from the closing date of each such transaction;
- h) to maintain and operate inventory management systems to report to Huawei at regular intervals showing details of sales, Products inventory, outstanding orders, and other information relating to their performance and can provide accurate information

including but not limited to sell in and sell out data within the time required by Huawei. Sales Partner should have capabilities for system backup and restoring to ensure that system data will not be lost. Cooperate with Huawei to complete stocktaking. Huawei has the right to spot-check partner PSI-related documents, including but not limited to inventory and outbound support documents, to meet the requirements for verifying the authenticity of PSI reported information. For details about regulations on managing partner purchase, sales and inventory, Sales Partner may refer to the then current effective and applicable inventory related policies as issued by Huawei in the ePartner portal. (only applicable for Distributor partner)

- i) refer Reseller and/or End User to URL Address:

<https://e.huawei.com/en/services>, where the relevant Service Description is posted, or provide a current copy of such documents to Reseller and/or End User and ensure that Reseller and/or End User understands Huawei's obligations and responsibilities under the applicable Service Description, prior to accepting a purchase order from Reseller and/or End User for Services provided by Huawei directly to Reseller and/or End User;

- j) to provide Huawei with a quarterly service delivery report in a format acceptable by Huawei which includes the quantity of Services, record of End Users' service request, turnover for each segment of the market, etc.;

- k) to report to Huawei of any suspected defects or safety problems relating to the Products and to assist Huawei in tracing and locating the defective Products;

- l) to comply with all terms and conditions regarding Software and comply with Huawei service norms during service delivery of Huawei products, which is specified in URL address:

<https://partner.huawei.com/eplu/#/en/group/preview-doc?previewId=3179&downloadFlag=true>. Sales Partner shall not detach Software from Products where they are sold together, and shall provide them to Reseller and/or End Users the same way as Huawei provides to Sales Partner;

- m) to erase, remove any and all Reseller and/or End User's data from the Products and/or parts before such Products and/or parts are returned to Huawei for the purposes of Service activities such as site maintenance, Product testing, goods return, parts return, and DOA.

- n) to keep Huawei's Products and/or Services consistent in terms of names, categories, and descriptions when Reselling the Products and/or Services to other Resellers and/or End Users. The names, categories, and descriptions of Huawei Products and/or Services shall not be changed without Huawei's permission (Except for the Component Partners and White Label Partners). Sales Partner shall not make any commitment beyond what is authorized by Huawei, including but not limited to Products warranties;

- o) to inform any changes under any Applicable Laws or any changes in the interpretation or application of such laws, regulations or rules after the Effective Date of this Agreement, including but not limited to laws, regulations and rules regarding the ICT industry, foreign subsidies etc. If Huawei reasonably believes that the change will have substantial direct or indirect adverse effect on its rights or obligations under this

Agreement, then Huawei may, upon written notice, require Sales Partner to promptly negotiate the amendments of the Agreement in good faith; in the said case, the Parties shall use their best endeavors to implement any adjustments or make any amendments necessary to maintain each Party's economic benefits derived from this Agreement on a basis no less favorable than the economic benefits it would have derived if such laws, regulations or rules had not been promulgated or amended or so interpreted; if the Parties are unable to reach an agreement concerning the necessary amendments or adjustment of this Agreement within thirty (30) days after the date of the notice seeking renegotiation, then Huawei may terminate this Agreement by written notice to Sales Partner.

**(ii) In regard of End Users, Sales Partner agrees and undertakes:**

- a) to cease providing Products and/or Services to specific End User following indications from Huawei in the circumstance that any illegal act or practice, any negative event in the media of Reseller and/or End User, or any other event which may cause potential risk to Huawei;
- b) to distinguish and pass on relevant information relating to Services including the delivery scope, the responsibilities and obligations of Huawei and all interested parties during the delivery of said Services to End User in an appropriate manner as the case may be;
- c) to obtain all rights to provide any disclosure or obtain relevant necessary and full consent, approvals, authorization and/or agreements from End Users and/or relevant parties that are necessary for Huawei to collect, use, and share User Data in line with applicable data protection rules;
- d) to inform End Users by written notice of any changes to the Products and/or Services made by Sales Partner, as well as any services provided by a Third-Party to Products without an authorization or confirmation from Huawei and notify End Users that it may cause invalidity of Products warranty and non-applicability of relevant Services;
- e) to provide warranty information (especially warranty disclaimers) to End Users, and to bring to End User's attention of the End User Obligations as specified in URL address:  
<http://partner.huawei.com/web/worldwide/end-user-obligations>;
- f) to provide sufficient conditions and reasonable assistance to ensure timely delivery, including a permission from End User to allow Huawei to provide Services under each PO;
- g) to promptly notify Huawei in writing (unless precluded by law or regulation) of any material change or anticipated change in its annual financial statements, auditor's report, financial condition, organizational or business structure, or its operating environment, and to provide Huawei and Authorized Source its latest information, including its annual financial statements and auditor's report, necessary to determine whether Sales Partner qualifies for Reselling Products and/or Services or whether Sales Partner is entitled to discount, special offers, rebate or other benefits, if any.

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**ARTICLE 4 TERM AND TERMINATION****4.1 Term**

- a) If the partner signs this agreement for the first time in the first half of the year, the agreement will be valid until February 1 of the following year. If the partner signs the agreement for the first time in the second half of the year, the agreement is valid until February 1 of the third year. The first signing of the agreement shall enter into effect on the date which Huawei notifies Partner that its registration as a Huawei partner is successfully completed.
- b) Renewal of this agreement will be initiated 90 days prior to its expiration date, and the agreement will be in effect from the first February 1 to the third February 1 following the renewal. If the partner does not renew the agreement in time, the effective date of the renewed agreement is subject to the actual signing date.
- c) If the partner does not complete the renewal before the expiration of the agreement, the cooperation status will be terminated and the partner's Huawei Enterprise Business Partner certification status will expire.

**4.2 Termination**

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) During the Term, Huawei may terminate this Agreement if:
  - (i) Huawei gives thirty (30) days or more prior written notice to Sales Partner;
  - (ii) Sales Partner commits a material breach of this Agreement, including but not limited to a breach of Article 2, Article 3, Article 5, Article 6, Article 7, Article 12, Article 15.5, Article 15.12 and Attachment 1 of this Agreement;
  - (iii) Sales Partner commits a material breach of the General Terms and Conditions of Partnership and/or any Direct Sales Agreement it signed with Huawei;
  - (iv) Sales Partner becomes insolvent or is the subject of proceedings for liquidation or dissolution or ceases to carry on business or becomes unable to pay its debts as they come due, or, ownership or control of Sales Partner is acquired by a person, firm or company that manufactures or sells (directly or indirectly) products and/or services that compete with the Products and/or Services or there is any other material change in the ownership of Sales Partner that Huawei considers to be detrimental to Huawei's interests.

**4.3 Effect of Termination**

- a) Sales Partner shall return to Huawei all Confidential Information supplied by Huawei, and shall not make any further use of any of Huawei's Intellectual Property Rights;
- b) Sales Partner shall cease to represent in any way that it is an authorized Sales Partner of the Products and/or Services, and shall cease using any benefits available to it as



Huawei Sales Partner;

- c) Huawei shall discontinue all Sales Partner support, incentive and other benefits listed in 3 above.

#### 4.4 Survival; Relationship with Other Agreements

- a) If the Term of this Agreement is not renewed pursuant to Article 4.1 above and/or the Term of the General Terms and Conditions of Partnership is not renewed, the effect of this Agreement and the General Terms and Conditions of Partnership shall survive to the extent there is any Direct Sales Agreement and/or Purchase Order that remain in effect between the Parties, but only for the duration of the terms of such Direct Sales Agreement or Purchase Order.
- b) If this Agreement is terminated pursuant to Article 4.2 above, any Direct Sales Agreement shall also be terminated.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

### 5.1 Each Party represents and warrants to the other that:

- a) it is a corporation duly incorporated and existing under the laws of the place where it is registered and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- b) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind it thereto;
- c) it shall perform its obligations under this Agreement using all due skill and care and in a manner equivalent to or better than good industry practice.

### 5.2 Sales Partner represents and warrants to Huawei that:

- a) Authorized Administrator who accepts this Agreement electronically as part of the registration application has been granted the power of attorney by Sales Partner to be its authorized representative and to act on behalf of Sales Partner;
- b) the execution and delivery of this Agreement and the performance of the covenants and agreements herein contained are not limited or restricted by and are not in conflict with any provision of its business license, articles of incorporation, articles of association or similar organizational documents, any Applicable Laws or any governmental authorization or approval, any contract, agreement or other instrument to which it is bound and it has received all necessary authorizations, consents and licenses required to enter into this Agreement;
- c) it will obtain written authorization from Reseller and/or End Users for Huawei to collect network data from Reseller and/or End Users for access to Reseller and/or End User's network before requesting Huawei for technical support, and Sales Partner shall provide such authorization to Huawei. Under the authorization, Huawei can directly

process the data and/or access the network of the Reseller and/or End Users upon written notification to Sales Partner for providing Services each time. Sales Partner hereby warrants to Huawei that (i) it has obtained and maintained all necessary Consents to make such authorization; (ii) all the instructions from Sales Partner to Huawei to process the data shall be compliance with all of the Applicable Laws. Sales Partner shall be solely liable for its own failure to comply with the Applicable Laws and shall indemnify, defend and hold Huawei harmless from, against any and all claims, liabilities, obligations, costs, expenses, penalties, and fines, imposed on Huawei arising out of or relating to Sales Partner's failure to comply with the Applicable Laws;

- d) there are no actions, suits or proceedings or regulatory investigations pending, or to Sales Partner's knowledge, threatened against Sales Partner that might adversely affect the ability of Sales Partner to meet and carry out its obligations under this Agreement;
- e) it will not take any action or permit or authorize any action which may render Huawei in violation of Applicable Laws.

## **ARTICLE 6      INTELLECTUAL PROPERTY RIGHTS**

- 6.1 During the Term of this Agreement, Sales Partner has a limited, non-exclusive, revocable license from Authorized Source to Resell to Reseller and/or End User located in the Territory all proprietary rights embodied or contained in any Products and/or Services. The Products and/or Services are subject to license terms which impose additional restrictions on the use, copying, or Resale of Software.
- 6.2 Sales Partner acknowledges that, except as provided in ARTICLE 6.1 above, it shall not copy Software for the benefit of, or Resell any Software to, any other person or entity.
- 6.3 In no event shall Sales Partner modify, reverse engineer, decompile or disassemble Products, Services and/or Software. Sales Partner shall also timely pass on such restriction on use with respect to Products and/or Software to specific Reseller and/or End User prior to or as of the date of sale.
- 6.4 In no event shall Sales Partner obtain, acquire, or otherwise receive the Software from any source other than the Products package, Huawei official website (<http://enterprise.huawei.com>) or from technical support staff of Huawei. Sales Partner shall not embed, and implant any illegal, unauthorized, malicious code or software, and/or any malware, backdoor, viruses, trojan into the Products and/or Software.

## **ARTICLE 7      EXPORT CONTROL LAWS AND FINANCIAL COMPLIANCE**

- 7.1 Partner shall comply with all national and international export control laws and regulations as well as the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by United Nations, P.R. China, European Union, United Kingdom, United States and any other country authorities which are applicable to this Agreement (for the purposes of this Article, collectively "Export Control Laws and Financial Compliance")

## 7.2 Financial Compliance

7.2.1 Partner represents and warrants that the Products and/or Services shall not, directly or indirectly, be used, transferred and/or resold to or for the benefit of (1) any sanctioned targets prohibited and restricted by economic sanctions laws, (2) territories that are subject to comprehensive US sanctions (and identify those at the current time as Cuba, Iran, Syria, North Korea, Crimea and the eastern region of Ukraine), and (3) to sectors of the Russian or Venezuelan economies that are subject to restrictions by US, EU, or UK sanctions.

7.2.2 Partner represents and warrants that it has not involved and will not involve any person, bank or other entity, vessel or aircraft in dealings or transactions relating to this Agreement that might violate Sanctions and /or AML & CTF Laws or cause Huawei to commit violation or to be exposed to risks of violation under any Sanctions and /or AML & CTF Laws.

## 7.3 Export Control Compliance

7.3.1 Partner shall ensure that the Products and/or Services will not directly or indirectly be resold, exported, re-exported or transferred to any person and/or entity prohibited or restricted by applicable export control laws in violation of the same, or to any person and/or entity located in embargoed and/or restricted countries and regions by applicable laws including but not limited to Iran, North Korea, Syria and Cuba.

7.3.2 Partner shall ensure that all Products and/or Services shall be used for civilian end-use. Partner further certifies and ensures that the Products and/or Services shall not, directly or indirectly, be used, transferred and/or resold to, or made available, for any military end-use prohibited or restricted by applicable export control laws, including without limitation use of nuclear, biological or chemical weapons, missiles or weapons of mass destruction, use of supporting terrorism and human rights abuses or any other restricted military end-use.

7.4 Huawei reserves the right to audit the performance of this "Export Control Laws and Financial Compliance" Article by Partner in accordance with the terms of the Article of the "Audit" Article hereof. Any incompliance or violation of this Article by Partner shall be construed as a material breach of this Agreement and entitle Huawei to take any necessary action to correct such breach, including without limitation disqualification of Partner, cease supply, the immediate termination of this Agreement without liability. Partner is liable to any loss, penalty, damages or expenses occurred by Huawei in connection with Partner's breach. Huawei reserves the right to require Partner to immediately cease providing Products and/or Services to specific Reseller and/or End User when Huawei evaluates at its own discretion that continuing such transaction might expose Huawei to potential risks under the Export Control Laws and Financial Compliance.

## ARTICLE 8      FORCE MAJEURE

8.1 Delay in or failure of performance by either Party under this Agreement shall not constitute a default or give rise to any claim for damages or penalties if and to the extent that such

delay or failure is caused, wholly or in part, directly or indirectly, by Force Majeure Event. For the avoidance of doubt, Sales Partner may not rely on this **ARTICLE 8 (FORCE MAJEURE)** to claim that it has been prevented, hindered or delayed in its payment of amounts due from Sales Partner to Huawei under this Agreement.

- 8.2 A Party seeking relief from its obligations under this Agreement based on a Force Majeure Event (the "Affected Party") shall, within fifteen (15) Days after it becomes aware of such event, give written notice to the other Party (the "Unaffected Party") of the circumstances constituting the Force Majeure Event and shall keep the Unaffected Party informed of the progress in resolving the Force Majeure Event. The Affected Party shall be liable for losses resulting from its failure to give notice which could have otherwise been avoided.
- 8.3 Both Parties shall take all reasonable efforts to minimize the adverse effects of the Force Majeure Event on the performance of its obligations under this Agreement and to resume the performance of such obligations as soon as the Force Majeure Event ceases.
- 8.4 The Affected Party shall be entitled to an extension of time equal to the duration of Force Majeure Event for the performance of the affected obligations.
- 8.5 If the Force Majeure Event continues for more than ninety (90) Days, a discussion shall be held between the Parties in order for the obligations of the Parties to be otherwise performed. If the Force Majeure Event continues for more than one hundred and eighty (180) Days and/or the Parties have not agreed upon a substitute schedule for performing the obligations, either Party may, upon thirty (30) Days' prior written notice, terminate this Agreement without further liability. For the avoidance of doubt, in the event of Force Majeure Event, either Party shall adhere to the obligations set out in ARTICLE 4.3.

## **ARTICLE 9 BREACH OF AGREEMENT**

- 9.1 If a Party ("Breaching Party") fails to perform any of its obligations under this Agreement or otherwise is in breach of this Agreement then (without prejudice to its other rights and remedies under this Agreement or otherwise) the other Party ("Aggrieved Party") may:
  - a) where the breach is capable of being cured, give written notice to the Breaching Party describing the nature and scope of the breach and demand that the Breaching Party cures the breach at its cost within the time period specified in the notice ("Cure Period", which shall be no less than thirty(30) Days) and if the Breaching Party fails to cure the breach within the Cure Period then the Aggrieved Party may claim direct damages arising from the breach; or
  - b) if the Breaching Party has committed a breach that is not capable of being cured then the Aggrieved Party may instigate a claim for direct damages after notifying the Breaching Party of the breach committed and for these purposes those breaches which shall be considered as not capable of being cured shall include (without limitation) any breach of ARTICLE 6 and/or any obligations concerning intellectual property rights under the General Terms and Conditions of Partnership and any Direct Sales Agreement.

- 9.2 Without prejudice to the other provisions of this Agreement, if, as a result of an investigation, Huawei can reasonably believe that Sales Partner has breached any rules or obligations under this Agreement, Huawei may adopt such reasonable measures that it deems necessary, including but not limited to
- a) issuing a verbal or written warning or reprimand;
  - b) ceasing to provide Sales Partner with the Products and/or Services or suspending any Huawei Service support for such Products;
  - c) reducing or eliminating discounts, special offers, rebates, marketing expenses (if any), credits and all kinds of rewards;
  - d) abolishing the distribution qualifications and immediately terminate this Agreement; and/or seeking other remedies available at law.

## ARTICLE 10 INDEMNIFICATION

- 10.1 Without prejudice to Huawei's other rights and remedies, Sales Partner agrees to indemnify, defend, hold harmless and to compensate Huawei for any and all disruptions, damages, losses, claims, liabilities, reasonable costs (including legal costs such as attorney's fees) and reasonable expenses incurred or suffered by Huawei arising out of any claim of infringement or alleged infringement (including the defense of such infringement or alleged infringement) of any Third-Party rights, including but not limited to Intellectual Property Rights, in connection with Sales Partner's conduct under this Agreement, except as otherwise agreed between the Parties in writing. Sales Partner shall indemnify and hold harmless Huawei for any violation by Sales Partner of any Applicable Laws, this Agreement, the General Terms and Conditions of Partnership and any Direct Sales Agreement.
- 10.2 Huawei shall not be liable for or obligated to defend any claims or damages arising out of or related to: (i) a change, alteration or modification of any Product; (ii) combination of the Product with any other equipment, data, documentation, items or products not supplied by Huawei; (iii) use of any Product in a manner or for a purpose for which it was not intended; (iv) failure to use or implement an upgrade or replacement version of any Product when such upgrade or replacement version is made available by Huawei; (v) use of any Product in a manner or for a purpose not authorized under the applicable End User license agreement; and (vi) Sales Partner's or its reseller's (including its subsidiaries or affiliates and their officers, directors, employees, agents or contractors) negligence, recklessness or willful misconduct in performance of its obligations under this Agreement.

## ARTICLE 11 LIFECYCLE

- 11.1 Both parties agrees the product lifecycle regulation under this agreement is subject to the Product End of Life Policy of Huawei, which can refer to the URL address of Huawei official website: <https://support.huawei.com/ecolumnsweb/en/warranty-policy>.
- 11.2 Huawei reserves the right to adjust the Lifecycle plan and will inform Sales Partner of the adjustment from time to time if any, and it is agreed by and between both Parties that Sales

Partner shall have the obligation to inform Reseller and/or End User, where available, of Lifecycle information of Huawei's Products completely and truthfully. Sales Partner shall be liable for any claim of losses from Reseller and/or End User, where available, caused by Sales Partner's failure to completely and truthfully inform Reseller and/or End User of Huawei's Product Lifecycle information.

- 11.3 With respect to the Third-Party Products provided under this Agreement, both Parties agree that Huawei only acts on behalf of the Third-Party to provide related maintenance service that Huawei obtains from the manufacturers, suppliers, subcontractors and/or vendors. Notwithstanding any other provisions herein, such Third-Party Products are subject to the standard license, services, warranty, indemnity and support terms of the Third-Party manufacturer/supplier (or an applicable direct agreement between Sales Partner and such manufacturer/supplier), to which Sales Partner and/or End User shall adhere.

## **ARTICLE 12     WARRANTY AND WARRANTY DISCLAIMER**

- 12.1 Huawei provides limited warranties in respect of Products for End Users as described in URL address:

<https://support.huawei.com/enterprise/en/warranty/ENews1000006975>.

- 12.2 EXCEPT AS OTHERWISE EXPLICITLY PROVIDED BY LAW, HUAWEI DOES NOT GUARANTEE THAT THE SOFTWARE INCLUDING BUT NOT LIMITED TO THIRD-PARTY SOFTWARE OR OPEN SOURCE SOFTWARE, WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT HUAWEI WILL CORRECT ALL ERRORS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW APP TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, HUAWEI DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

- 12.3 ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER.

- 12.4 AS TO SOFTWARE ONLY, FOR ANY BREACH OF THE ABOVE WARRANTIES, PARTNER'S EXCLUSIVE REMEDY AND HUAWEI'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF HUAWEI CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE REFUND OF THE FEES PARTNER PAID TO HUAWEI FOR THE SOFTWARE LICENSE.

- 12.5 AS TO PRODUCTS EXCEPT FOR SOFTWARE, FOR ANY BREACH OF THE ABOVE WARRANTIES, DISTRIBUTOR'S EXCLUSIVE REMEDY AND HUAWEI'S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT HUAWEI'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCTS, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF NET BOOK VALUE OF THE DEFECTIVE PRODUCTS.

- 12.6 AS TO SERVICES, PARTNER'S EXCLUSIVE REMEDY AND HUAWEI'S ENTIRE LIABILITY SHALL BE, AT HUAWEI'S OPTION, RE-PERFORMANCE OF THE SERVICES; OR

TERMINATION OF THIS AGREEMENT AND RETURN OF THE PORTION OF THE SERVICES FEES PAID FOR SUCH NON-CONFORMING SERVICES. ANY THIRD-PARTY PRODUCT (WHICH IS PROVIDED BY THIRD-PARTY (PARTIES) VIA HUAWEI) SHALL BE ONLY PROVIDED BY HUAWEI UNDER THE ORIGINAL MANUFACTURER/DEVELOPER'S RELEVANT TERMS AND CONDITIONS OF DELIVERY, WARRANTY, LIFECYCLE RESPONSIBILITY AS SPECIFIED IN RELEVANT ANNEX OR DOCUMENT ABOUT LIMITED WARRANTY AND DISCLAIMER OF THIRD-PARTY PRODUCT (IF ANY). NO ADDITIONAL RIGHT, WARRANTY, INDEMNITY OR SUPPORT IS OFFERED BY HUAWEI.

12.7 NOTWITHSTANDING ANY OTHER PROVISIONS IN THE AGREEMENT, ANY THIRD-PARTY PRODUCT SHALL BE ONLY PROVIDED BY HUAWEI UNDER THE THIRD-PARTY ORIGINAL MANUFACTURERS' AND/OR VENDORS' RELEVANT TERMS AND CONDITIONS OF DELIVERY, WARRANTY AND MAINTENANCE SERVICE. NO ADDITIONAL RESPONSIBILITY IS OFFERED BY HUAWEI. FOR THE THIRD-PARTY PRODUCTS WITH SOFTWARE, HUAWEI DOES NOT UNDERTAKE MAINTENANCE SERVICE RESPONSIBILITIES, AND FULFILLING SOFTWARE FEATURE REQUIREMENTS, RESOLVING SOFTWARE QUALITY ISSUES, AS WELL AS FIXING/MITIGATING VULNERABILITIES RELATED TO SOURCE CODE. THE PARTNER CAN/SHALL INFORM OTHER RESELLERS AND/OR END USERS BY AGREEMENT OR WRITTEN NOTICE ON THE AFOREMENTIONED-ABOVE THIRD-PARTY RESPONSIBILITY. IF THE PARTNER FAILS TO INFORM THE ABOVE REQUIREMENTS AND CAUSES ANY LOSS TO HUAWEI, THE PARTNER SHALL COMPENSATE OR BEAR THE LIABILITY FOR BREACH OF CONTRACT.

12.8 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, OR PERFORMANCE OR USAGE OF TRADE.

## **ARTICLE 13     LIMITATION OF LIABILITY**

13.1 TO THE EXTENT PERMITTED BY APPLICABLE LAWS, IF SALES PARTNER ORDERED PRODUCTS AND/OR SERVICES THROUGH AN AUTHORIZED SOURCE, HUAWEI'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES THAT SALES PARTNER WOULD HAVE PAID TO HUAWEI UNDER THIS AGREEMENT HAD SALES PARTNER ORDERED DIRECTLY FROM HUAWEI FOR THE PAST THREE (3) MONTHS, AND IF SUCH DAMAGES RESULT FROM SALES PARTNER'S RESALE AND/OR SALE OF PRODUCTS AND/OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THAT SALES PARTNER WOULD HAVE PAID HUAWEI FOR THE DEFICIENT PRODUCTS AND/OR SERVICES GIVING RISE TO THE LIABILITY HAD SALES PARTNER ORDERED DIRECTLY FROM HUAWEI. THIS LIMITATION IS CUMULATIVE AND NOT PER-INCIDENT.

13.2 IN NO EVENT SHALL HUAWEI BE LIABLE TO SALES PARTNER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST

REVENUE, GOODWILL OR ANTICIPATED SAVINGS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF HUAWEI HAS BEEN ADVISED OF THEIR POSSIBILITY THEREOF.

## **ARTICLE 14 GOVERNING LAW AND DISPUTES RESOLUTION**

14.5 This Agreement shall be governed by and construed in accordance with the substantive law of Brazil without referring to its conflict rules. The court of Sao Paulo shall have the exclusive jurisdiction to settle all disputes, controversies or claims arising out of or in connection with or in relation to this Agreement of its negotiation, performance, breach, existence or validity, whether contractual or tortious.

## **ARTICLE 15 MISCELLANEOUS**

15.1 Amendment. Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom it is sought to be enforced. All amendments to this Agreement shall be integral parts of this Agreement.

15.2 Digital Certificate. Digital certificate technology is widely used as a means of authentication for communication encryption. For details of the rights and responsibilities of Huawei device initial certificate, please refer to the following link:  
<https://support.huawei.com/enterprise/en/bulletins-service/ENEWS2000015789>

15.3 URLs. Sales Partner hereby confirms that it has the ability to access, has accessed, has read and agreed to, the information made available by Huawei at all of the worldwide web sites/URLs/addresses/pages referred to anywhere throughout this Agreement. Sales Partner acknowledges that Huawei may modify any URL address or terminate the availability of any information at any address without notice to Sales Partner.

15.4 Waiver and Accumulation of Remedies. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Any failure to exercise, or any delay in exercising, a right or remedy by either Party shall not constitute a waiver of that right or remedy, or of any other rights or remedies. The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law, in equity or otherwise under this Agreement.

15.5 Severability. In the event any provision (or part of a provision) of this Agreement is held to be unenforceable under Applicable Laws or the laws of the Territory, this Agreement shall be construed as if said unenforceable provision (or part thereof) had not been contained herein; such unenforceability shall not affect any other provision of this Agreement; and the Parties shall negotiate in good faith to replace the unenforceable provision (or part thereof) with a provision carrying similar commercial effect.

15.6 Assignment. This Agreement may not be assigned by Sales Partner without Huawei's prior written consent and any attempted assignment, delegation or transfer shall be void. Subject



to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

- 15.7 Relationship of the Parties. The rights of each Party under this Agreement are not intended to be exclusive in any manner, except as specifically set forth herein. The Parties hereunder shall perform activities hereunder only as independent contractors and neither Party shall be, nor represent itself to be, a joint venture, partnership, broker, employee, agent or legal representative of the other for any purpose whatsoever. Notwithstanding the use of the term "Partner" in this Agreement, the Parties do not intend to create any legal relationship of partnership between them. Further, nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind on the other Party's behalf, implied or otherwise, without prior review and written agreement.
- 15.8 Do Not Accept Unauthorized Commitment (including but not limited to products return and replacement with no conditions, commitments of providing incentive, equipment renting or borrowing without concluding any contract or in the name of testing and making commitments to transform into selling or to compensate). Authorized commitment shall mean commitment made by the authorized person within the scope of his/her POA, and in the form of written letter or agreement. For clarity, any binding commitment shall be made and issued by Huawei officially, while any data messages sent by SMS, social media including WhatsApp are not included. Partner shall clearly know and acknowledge that the unauthorized commitment has no legal effect on Huawei under any circumstances. Partner shall reject and file complaint to Huawei immediately if any unauthorized commitment were made by any Huawei employee. Partner may distinguish the unauthorized commitment based on comment practice of business, Huawei Partner Policy and history of cooperation with Huawei. The partner shall be solely liable for any loss caused by accepting the unauthorized commitment deliberately.
- 15.9 Ethical business behavior. Partner must ensure that all documents, materials, information, data and statements provided by Partner to Huawei prior to or following the signing of this Agreement are true, authentic, correct, valid, legitimate and complete in all material respects and are not misleading, and shall be transferred to Huawei strictly in accordance with all Applicable Laws. Partner shall not hide or conceal any information that may negatively impact Huawei's legitimate interests. Partners should strictly comply with the above commitments. Partner shall not assist Huawei employees in recognizing falsified revenue, recognizing revenue in advance, or intentionally delaying revenue recognition by such means as creating fraudulent projects, inflating customer requirements, signing multiple contracts for the same project, or providing fraudulent receipts or acceptance reports, and shall not forge/falsify stamps, official documents, or correspondences of Huawei in any form.
- 15.10 Transfer to lower-level partners or End Users. Partner shall completely, accurately, and effectively transfer Huawei's clauses on "Do not accept unauthorized commitments" and "Ethical business behavior" to lower-level partners or End Users. **If Partner fails to transfer incorrectly which result in loss or damage to lower-level partner or third party, Partner shall be liable while Huawei shall not assume any responsibility.**

- 15.11 Enforceability. By clicking "I Accept" button during the registration process in ePartner system, Authorized Administrator represent that he or she has the authority to bind Sales Partner to the terms and conditions of this Agreement. Sales Partner agrees that the e-mail address of Authorized Administrator it has provided in ePartner system corresponds to a person that has the capacity and authority to execute the Agreement on behalf of Sales Partner. Each Party waives any claim concerning the validity or enforceability of the Agreement arising from the electronic submission and electronic acceptance of the Agreement by Sales Partner.
- 15.12 Languages. The definitive text of this Agreement shall be written and construed in English language, and all communications between the Parties in the course of the present Agreement shall be made in English. The aforesaid communication includes, but is not limited to, training, drawings, specifications and other technical information provided to Sales Partner by Huawei. If necessary, other languages are translations for convenient interpretation purpose only. If there is any conflict between the original English language and other languages, to the extent permitted by law, the English language shall prevail.
- 15.13 Survival of Provisions. In this Agreement, any Article that is expressed to survive termination or expiry of this Agreement shall survive accordingly.
- 15.14 Entire Agreement. The General Terms and Conditions of Partnership, this Agreement, any Direct Sales Agreement entered into by and between the Parties and any Purchase Orders issued thereunder comprise the entire agreement between the Parties hereto concerning the subject matter herein and replace all other prior or contemporaneous agreements or representations, and other written or oral communications between the Parties.
- 15.15 Announcements. Neither Party shall without the written consent of the other, issue any press release or make any public announcement with respect to this Agreement and the transactions contemplated hereby, except as may be required (or made advisable, in the opinion of such Party's counsel) by governmental rule (including applicable stock exchange rules and regulations) and, if so required such Party shall give the other Party a reasonable opportunity to comment thereof. Notwithstanding the foregoing, Huawei may, at its sole discretion and without prior written approval, identify the Sales Partner on Huawei Website as a Sales Partner and publicize the Sales Partner's contact information.
- 15.16 Audit. Huawei reserves the right to audit the Sales Partner's records, documents and locations which are not limited to those as required at Article 3 on giving five (5) Business Days' prior written notice as reasonably necessary for the specific purpose of ascertaining the Sales Partner's compliance with this Agreement. Sales Partner shall make these records and documents available for audit by Huawei. Such audit will be carried out at Huawei's expense and during Sales Partner's normal business hours, except that Sales Partner shall bear all expenses incurred by Huawei for such audit if any incompliance is found during the audit. Any information provided during any such audit shall be subject to the Parties' agreement concerning confidentiality. Sales Partner agrees to cooperate with Huawei's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Sales Partner's normal business operations. Sales Partner agrees to pay within thirty (30) days of written notification any compensation for the audit expense as above and to adopt remedies applicable to Sales Partner's non-

compliance under this Agreement. If Sales Partner does not pay or act, Huawei can terminate this Agreement. Sales Partner agrees that Huawei shall not be responsible for any of Sales Partner's costs incurred in cooperating with the audit. The audit will take place in full consideration of applicable competition law rules

- 15.17 Entitlement. Sales Partner acknowledges that Huawei has the right to verify Reseller and/or End User's entitlement to receipt of Services, and that Reseller and/or End User is entitled to receive support services only on Product for which Sales Partner has paid the applicable license and support fees to Huawei. Sales Partner agrees to assist Huawei with enforcement of Reseller and/or End User entitlement as necessary, including, without limitation, providing serial number(s) to Huawei and enabling Huawei to undertake inventory review(s).
- 15.18 Third-Party Services. Huawei reserves the right to subcontract the provision of all or part of the Services to a Third-Party.
- 15.19 Notice. All notices required to be given by one Party to the other Party shall be given in writing and delivered personally or transmitted by registered or certified post to the address shown below or by telex or facsimile (as such details may be amended from time to time in accordance with this ARTICLE 15), with correct answerback received, return receipt requested and postage prepaid and shall be effective upon receipt (if delivered personally), five [5] Business Days after posting (if sent by post), or once a transmission report is received (if sent by telex or facsimile):

**Huawei**

Address: Arquiteto Olavo Redig de Campos Street, nº 105, sets 211 212 221 222 231 232 241 e 242, EZ TOWERS building, Vila São Francisco, in the City of São Paulo, State of São Paulo, Zip Code 04711-904

**Sales Partner**

As the information Sales Partner filled in during Huawei partner registration stage.

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## **ATTACHMENT 1 ADDITIONAL TERMS AND CONDITIONS FOR SERVICE COOPERATION BETWEEN HUAWEI AND SALES PARTNERS**

If a Sales Partner meets Huawei's Service authorization requirements and will cooperate or has cooperated with Huawei in Services:

1. Sales Partner should meet the requirement of using Huawei IT platforms that related to technical support, training, service delivery, maintenance, and End User 's satisfaction management.
2. The Service types it may sell and/or Resell, the certification level, etc. shall be subject to the final status (authorized Service partner type, capability level, etc.) that Huawei or its Affiliates grant to Sales Partner. Sales Partner may integrate the collaboration Service that Huawei provides to partners and/or the Service that Huawei authorizes partners to deliver by themselves with its Added Value as partner-branded service ("Partner-branded Service") and provide it to End Users; nevertheless, Sales Partner shall market such Partner-branded Service under its own brand. Sales Partner who has not passed Huawei's service partner certification or not met Huawei's Service authorization requirements shall not sell and deliver Partner-branded Service related to Huawei products and services. Under this circumstance, Huawei shall only be liable to Sales Partner for the specific Service provided by Huawei or its Affiliates. Sales Partner further agrees that other Resellers and End User understands that Sales Partner is providing Partner-branded Service as its own proprietary services, and consequently any obligations and liabilities arising out of Partner-branded Service shall be borne by the Sales Partner. Huawei reserves the right to take any and all management measures as it deems appropriate and necessary to Sales Partner. In regards of Partner-branded Service, Sales Partner further agrees and acknowledges that:
  - (a) Partner who selects Powered Services and/or Co-Care Services in the Huawei Service Order menu ("Delivery Partner") has the obligation to deliver its branded services directly to End User and is entitled to obtain technical support from Huawei in accordance with specific service scopes. For the avoidance of doubt, the expiration or termination of the Delivery Partner's certification shall not affect the aforesaid obligation or entitlement.
  - (b) The Delivery Partner shall provide its service delivery program to End User before service commencement, which includes but not limits to service hotline, delivery scope, and SLA. The Delivery Partner is suggested to record, manage service requests, encourage engineers to be certified by Huawei, and sign relevant onsite service reports. Delivery Partner shall follow service norms released by Huawei in project delivery process.
  - (c) The Delivery Partner shall provide and maintain its valid service contact information to End User timely on Huawei Partner Portal, such contact information includes but not limits to service hotline, after-sales email, and service key contacts that it shall provide to End User for the delivery of Partner-branded Service.

- (d) Huawei will notify the End User to contact Delivery Partner and Delivery Partner is liable to provide relevant technical support on the condition that End User contact Huawei for Co-Care Service directly.
  - (e) Huawei will invite the End User to participate in the satisfaction survey after Huawei provides the Co-Care services. The survey content will involve the End User's satisfaction with the Delivery Partner. The Delivery Partner is obligated to provide the contact information of the End User as required by Huawei and obtain the satisfaction survey authorization from the End User
3. If Sales Partner ceases providing Service to End User prior to the expiry of the validity period of its Partner-branded Service, or an End User files a complaint against Sales Partner and requires service suspension:
- a) Sales Partner is obligated to transfer the responsibility for Service. Sales Partner may purchase original Service of Huawei and let Huawei directly provide Service, or transfer the responsibility for Service to a Third-Party (a partner with Huawei Service authorization). Sales Partner shall assume any and all Service cost incurred from such responsibility transfer, and transfer pertinent documents, information, and tools as per Huawei's requirements. Huawei has the right to decide whether to transfer the specific Service to said Third-Party;
  - b) if Sales Partner does not or fails to transfer such responsibility, Huawei has the right to negotiate with End User who will decide to purchase the original Service of Huawei or Service provided by said Third-Party. Sales Partner shall assume any and all Service cost incurred from such responsibility transfer, and transfer pertinent documents, information, and tools as per Huawei's requirements. Huawei has the right to decide whether to transfer the specific Service to said Third-Party.

Company Name: 64.343.195 GIOVANNA DO  
VALE LOPES ALVES SALES

Address: QUADRA 6 CONJUNTO K  
LOTE 22

Date of Signing: 2026-05-12

Email of Signer:  
financeiro@premierinfor.com.br