

Huawei Cloud Solution Provider Cooperation Agreement

This Huawei Cloud Solution Provider Cooperation Agreement (hereinafter "**Agreement**") is made by and between the Huawei Cloud Contracting Party as defined in Section 15.4 of this Agreement (hereinafter "**Huawei Cloud**", "**we**", "**us**", or "**our**"), and you or the company or other legal entity you represent (hereinafter "**Cloud Solution Provider**", "**you**" or "**your**") regarding the reselling by you of Huawei Cloud services (the "**Services**"). If you enter into this Agreement on behalf of a company or other legal 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. Cloud Solution Provider Rights

1.1 Resale Rights. Subject to the terms and conditions of this Agreement, Huawei Cloud grants Cloud Solution Provider 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 End Users in the authorized sales territory (as defined in clause 1.4).

1.2 Use of Services. The access and use of services by Cloud Solution Providers will be governed by the terms and conditions of the Huawei Cloud [Customer Agreement](#), [HCPN Partner Behavior Regulations](#), and other partner policies and regulations released and updated by Huawei Cloud.

1.3 Cloud Solution Provider Account. The account that you create for participating in the Huawei Cloud Partner Network will be the account to access and use the Services ("**Cloud Solution Provider Account**"). You may allow the End Users to connect to your Cloud Solution Provider Account in accordance with the [Terms of Service for Huawei Cloud Solution Providers](#).

1.4 Authorized Sales Territory. The Authorized Sales Territory is worldwide. In an emergency situation, 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 End Users in the country, region or territory specified in such notice upon receiving the same. For the purpose of this Agreement, emergency situations may include, but are not limited to, situations: (a) that will impose a security threat to Huawei Cloud, Cloud Solution Provider or an End Users in that region, country or territory; (b) that will or may lead to non-compliance of applicable laws, regulations or legally binding requests issued by governmental, regulatory or other competent authorities by Huawei Cloud, Cloud Solution Provider or an End Users; or (c) that Huawei Cloud otherwise deems to be an emergency situation in its sole discretion.

1.5 Direct Resale. You are only permitted to resell directly to End Users 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 through an additional tier or additional multiple tiers of distributors or resellers.

2. Cloud Solution Provider 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 End Users 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;
- 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; and
- i) Provide any information or material to Huawei Cloud or End Users which is not correct or accurate in all respects.

2.2 To manage End Users transactions, Cloud Solution Provider may choose to use tools made available by Huawei Cloud such as customer budget management, customer account freezing, customer resource freezing, customer order placing, and customer service maintenance. The use of such tools is entirely at Cloud Solution Provider's risk and Cloud Solution Provider is responsible for any consequences that may arise from the use of such tools including where End Users cannot purchase new resources, cannot use resources, or resources are deleted resulting from the use of these tools. Cloud Solution Provider shall be solely responsible for any losses, damages, liabilities or costs arising from the use of such tools and Huawei Cloud shall not be liable for any claims or disputes between Cloud Solution Provider and End Users caused by incorrect use of these tools.

2.3 Cloud Solution Provider is wholly responsible for the quality of Services provided to and used by End Users as well as any risks relating to transacting with End Users. The payment obligations of Cloud Solution Provider shall not be affected by any expenses incurred due to misuse of the Services by the End Users.

2.4 Delivery and After-Sales Service. Cloud Solution Provider is responsible for the delivery of and providing after-sales service relating to the Services sold by Cloud Solution Provider to its End Users, in accordance with the agreement(s) between Cloud Solution Provider and End Users. Cloud Solution Provider is responsible for the quality of such delivery and after-sales service. Huawei Cloud shall not be responsible or liable for the outcome or quality of such delivery and after-sales service, and gives no representations and warranties as to the same. Huawei Cloud does not guarantee the satisfaction of

End Users. Cloud Solution Provider shall at all times remain fully responsible for its obligations under this Section 2.2 and for any obligations owed to its End Users.

2.5 End User Agreement. Cloud Solution Provider shall enter into an agreement with the End Users for End User's use of and access to the Services. Cloud Solution Provider shall ensure that the terms and conditions of that agreement are in line with and consistent with the terms and conditions of this Agreement. In addition, Cloud Solution Provider shall procure the End Users to sign the Huawei Cloud End User License Agreement which is available at: <https://www.huaweicloud.com/intl/en-us/declaration-sg/eula.html>

2.6 End User Information. On a monthly basis, Cloud Solution Provider shall provide the following information relating to End Users to Huawei Cloud: (a) the contact information of the End Users, which includes the End User's name, telephone number, email address and office address, and (b) End User's account ID related to the Services. The information may be used by Huawei Cloud to enforce the Huawei Cloud End User License Agreement in the event the End Users breaches the terms and conditions therein, to monitor the account or to ensure a smooth transition as described in Section 9.3 (if any). To the extent you provide us with any Personal Data relating to End Users (including their employees, officers or representatives, as the case may be), you represent and warrant that you have obtained the consent of End Users (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.

2.7 You shall not allow your End Users to access and use Huawei Cloud services to carry out any behaviors that violate applicable laws and regulations and are prohibited by the [Acceptable Use Policy](#), or use Huawei Cloud services to store and process any content that violates applicable laws and regulations and is prohibited by the [Acceptable Use Policy](#). In the event that your End Users breaches the [Acceptable Use Policy](#), we reserve the right to take appropriate measures against both you and your End Users, as outlined in the [Acceptable Use Policy](#). Such measures may include, but are not limited to, the deletion or blocking of related content, as well as the suspension or termination of your and your End User's accounts. It is incumbent upon you to cooperate with us in the implementation of these measures, particularly with respect to any illegal behaviors or content.

2.8 The Services may only be obtained through authorized channels, such as the Huawei Cloud official website. It is strictly prohibited for you to implant malware, backdoors, Trojan horses, or any other viruses in any form to forge or tamper with any aspect of the Services or Huawei Cloud systems and networks.

3. Pricing, Taxes and Payment

3.1 Pricing. The pricing for each program is available at: <https://www.huaweicloud.com/intl/en-us/pricing.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. The Services fees will be paid by Cloud Solution Provider in accordance with the payment terms set forth in the Customer Agreement. We will issue tax invoices to Cloud Solution Provider s after each monthly bill is generated. Cloud Solution Provider may apply for incentives after the corresponding Huawei Cloud Service is resold successfully and service fees are paid to Huawei Cloud. Huawei Cloud will convert the applicable service fees into the local currency (if any) at the exchange rate of the end of that month in which the incentives are generated.

3.4 Overdue Payment. If Cloud Solution Provider is in breach of its payment obligations to Huawei Cloud and fails to cure the breach within 14 days of being notified by Huawei Cloud of the breach and requesting cure of the same, 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. If Huawei Cloud in its sole discretion is of the belief that there are any potential risks or defaults relating to Cloud Solution Provider, Huawei Cloud reserves the right to notify End Users of the same by email or through other forms of notification.

4. Incentive, Settlement and Records

4.1 Basic Principles

Huawei Cloud provides corresponding incentives to Cloud Solution Providers who provide Services to End Users and promote the sales of Services. For specific incentive standards, distribution methods, reduction and exemption policies, and preferential periods, please refer to the relevant Cloud Solution Provider documentation and policies (as may be updated from time to time by Huawei Cloud in its sole discretion) on Huawei Cloud official website.

When Huawei Cloud updates the relevant Cloud Solution Provider documentation and policies, it shall, at its option, notify Cloud Solution Providers by way of website announcement, email notification, or other written notice. Huawei Cloud may in addition choose to provide Cloud Solution Provider with a face-to-face explanation.

Transaction data recorded on Huawei Cloud Operation platform shall be conclusive for the purposes of settlements.

Cloud Solution Providers must have an official and valid Huawei Cloud Solution Provider identity to be eligible for corresponding incentives issued by Huawei Cloud. If Cloud Solution Provider does not have such identity, or the identity expires or becomes invalid, or Cloud Solution Provider transits the cooperation, or Cloud Solution Provider does not meet the performance threshold(s) specified by applicable policies and documentation or does not renew its certification, the Cloud Solution Provider will no longer be eligible to receive the incentives generated by the corresponding identity. If Cloud Solution Provider commits a serious violation of the provisions of this Agreement or applicable policies or the 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 Cloud Solution Provider.

Without prejudice to any other rights that we may have, if Cloud Solution Provider or the End Users associated with Cloud Solution Provider fails to make any payment for purchasing and using Huawei Cloud products and Services, Huawei Cloud shall have the right to reject Cloud Solution Provider's request for payment of incentives, including but not limited to sales incentives, MDF, FH, SPIF, etc..

Incentive Validity: Within the validity period for incentives as set out in the applicable Cloud Solution Provider policies, Cloud Solution Provider 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 Cloud Solution Provider. 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

1) 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.

2) 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 Cloud Solution Provider selects an incentive payment method according to HCPN Policy and the incentive payment method requires Cloud Solution Provider to issue invoices to Huawei Cloud, both parties shall make payment according to the following provisions.

- 1) After Huawei Cloud notifies Cloud Solution Provider to issue invoices, Cloud Solution Provider shall issue legal, valid and accurate invoices and relevant settlement documents in accordance with Huawei Cloud's invoicing terms as notified to Cloud Solution Provider. Before Huawei Cloud notifies Cloud Solution Provider to issue invoices, Cloud Solution Provider 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 Cloud Solution Providers.
- 3) Offset: To the maximum extent permitted by relevant laws, Huawei Cloud has the right to offset any amount owed to Huawei Cloud by Cloud Solution Provider against any amount payable to Cloud Solution Provider 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, Cloud Solution Provider 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 Cloud Solution Provider or recover or deduct incentives wrongly issued or issued to Cloud Solution Providers, and Cloud Solution Providers 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.

4.5 Records

Cloud Solution Provider 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 Cloud Solution Provider's compliance with this Agreement. Such right of inspection is subject to Huawei Cloud giving seventy-two (72) hours prior written notice to Cloud Solution Provider. The inspection shall be conducted during Cloud Solution Provider's normal business hours and in such manner as not unreasonably to interfere with normal business activities.

5. Intellectual Property

5.1 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.

5.2 Huawei Cloud Marks. Cloud Solution Provider acknowledges that Huawei Cloud's 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 Cloud Solution Provider 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 Cloud Solution Provider's obligations under this Agreement, or as Huawei Cloud may expressly authorize in writing from time to time.

5.3 Solution Provider Marks. Huawei Cloud acknowledges that Cloud Solution Provider's trademarks, trade names, trade dress, designs, slogans and logos utilized worldwide in connection with Cloud Solution Provider's product or service ("**Partner Marks**") are the property of Cloud Solution Provider and/or its Affiliates. Subject to the terms and conditions of this Agreement, Cloud Solution Provider 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.

Huawei Cloud's obligations under this Agreement, or as Cloud Solution Provider may expressly authorize in writing from time to time.

5.4 Comply with Trademark Guidelines. Cloud Solution Provider will comply with all marks rules, branding guidelines and other rules and procedures issued by Huawei Cloud from time to time in Cloud Solution Provider'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#.

5.5 Advertising. In the event that the Cloud Solution Provider intends to advertise or promote the Services, Cloud Solution Provider 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#). Huawei Cloud reserves the right to require Cloud Solution Provider to submit its advertising or promotional materials relating to the Services to Huawei Cloud for review prior to their publication, and in such event Cloud Solution Provider shall not publish such advertising or promotional materials until Huawei Cloud gives its express written consent.

6. Non-disclosure

6.1 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.

6.2 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.

6.3 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, as 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.

6.4 No Confidentiality Breach. Cloud Solution Provider shall ensure that it does not disclose any information to Huawei Cloud that is obtained through the breach of a duty or obligation of confidentiality owed to a third party, and that any information disclosed by Cloud Solution Provider to Huawei Cloud is not subject to a confidentiality obligation prohibiting its disclosure to Huawei Cloud.

6A. Data Protection

6A.1 No Tampering. Cloud Solution Provider shall only obtain the Services through authorized channels (such as through the Huawei Cloud official website). Cloud Solution Provider 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

6A.2 Policies and Procedures. Cloud Solution Provider 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. Cloud Solution Provider shall promptly notify Huawei Cloud of any End Users complaints.

6A.3 Processing and Transfer by Cloud Solution Provider. To the extent that Cloud Solution Provider processes and/or transfers data (including Personal Data) for the purpose of providing services to End Users (including but not limited to accessing the End User's network, transferring End User's data out of the End User's network and out of the host country or region), Cloud Solution Provider 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.

6A.4 Processing and Transfer by Huawei Cloud. To the extent that Huawei Cloud processes and/or transfers data (including Personal Data) at Cloud Solution Provider's request (including but not limited to accessing the End User's network, transferring End User's data out of the End User's network and out of the host country or region), Cloud Solution Provider consents to and authorizes Huawei Cloud to perform such data processing and/or transfer. Without limiting the foregoing, Cloud Solution Provider represents, warrants and undertakes that, at the time of each such transfer and throughout the

duration that Huawei Cloud processes such data, Cloud Solution Provider 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 Cloud Solution Provider at its sole expense.

6A.5 Sharing of Data by Cloud Solution Provider. To the extent that Cloud Solution Provider shares the Personal Data of Cloud Solution Provider'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, Cloud Solution Provider 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 Cloud Solution Provider's privacy policy/statement (including but not limited to the requirements regarding notification and/or obtaining consent); (b) Cloud Solution Provider has all necessary rights, consents, authorizations and permissions to share such Personal Data with Huawei Cloud; (c) Cloud Solution Provider 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) Cloud Solution Provider is in compliance with Huawei Cloud's privacy standards, policies, and statements. Without limiting the foregoing, Cloud Solution Provider consents to and authorizes Huawei Cloud to use such Personal Data for the above-mentioned purposes. Cloud Solution Provider 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).

6A.6 Huawei Cloud Data. To the extent that Cloud Solution Provider obtains and processes Personal Data from Huawei Cloud during joint marketing or other business dealings with Huawei Cloud, Cloud Solution Provider represents, warrants and undertakes that, at the time of obtaining and throughout the duration that Cloud Solution Provider processes such Personal Data: (1) Cloud Solution Provider 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 Cloud Solution Provider transfers the data to a third party for processing, Cloud Solution Provider shall provide details of the data processing to Huawei Cloud and obtain Huawei Cloud's authorization in advance.

6A.7 Cloud Solution Provider Self-Managed System. If Cloud Solution Provider establishes a self-managed user system outside of Huawei Cloud's account system, Cloud Solution Provider shall collect relevant information required for establishing an account from the user through its own means and at its own risk. Cloud Solution Provider 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. Cloud Solution Provider shall take reasonable security measures to ensure the security of End Users' data. Cloud Solution Provider shall indemnify, defend and hold harmless Huawei Cloud, its Affiliates, and their respective directors, officers, servants and agents (the "**Indemnities**") against all or any liabilities, claims, demands, penalties, fines, expenses (including legal costs calculated on a

full indemnity basis) and all other professional costs and expenses suffered or incurred by the Indemnities arising out of or in connection with any breach of Cloud Solution Provider's obligations in this Section 6A.7.

6A.8 Processing of Personal Data on Huawei Cloud's Behalf. Without limiting the foregoing, to the extent that Cloud Solution Provider processes any Personal Data on behalf of Huawei Cloud in connection with this Agreement and/or the Services, Cloud Solution Provider 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 Cloud Solution Provider 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 Cloud Solution Provider'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 Cloud Solution Provider has been authorised 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 Cloud Solution Provider giving access to or transferring Personal Data to a third party, the Supplier shall ensure such third party complies with this Section 6A.8;
- g) upon termination of this Agreement, or otherwise upon Huawei Cloud's written request, cease to retain the Personal Data that Cloud Solution Provider 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 Cloud Solution Provider has at all times complied with and shall continue to comply with the requirements of Applicable Data Protection Law.

7. Indemnification

7.1 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.

7.2 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.

7.3 Exclusive Remedy. This Indemnification section provides the Parties' exclusive remedy for any third party claims for infringement of Intellectual Property Rights. For avoidance of doubt, this Section 7.3 shall not limit or otherwise affect our right to seek indemnification for other claims in accordance with the terms of this Agreement.

8. Limitation of Liability

8.1 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.

8.2 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.

9. Term, Termination and Transition

9.1 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.

9.2 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) 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 5, 6, 6A, 7, 8, 9, 11, 12, 14, 15, 16 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.

d) Withdraw from Cloud Solution Provider Program:

i. In the event that there are no outstanding disputes between you and End Users, it is permissible for you to withdraw from the Cloud Solution Provider Program. You shall complete all necessary tasks as stipulated by Huawei Cloud within a period of 15 working days, including but not limited to bill settlement and disassociation with End Users. You must obtain consent from the corresponding End Users so that Huawei Cloud has the right to directly terminate the association between you and End Users and to sign contracts with End Users or associate End Users with another Cloud Solution Provider.

ii. After withdrawing from the Cloud Solution Provider Program, you will no longer be able to develop customers or enjoy subsequent benefits and incentives in the Cloud Solution Provider Program. However, your existing businesses with 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 you. Any discounts previously granted to you shall be rendered null and void.

iii. In the event that you have withdrawn from the Cloud Solution Provider Program and have subsequently become a Huawei Cloud reseller, any End Users that were associated with you during your tenure as a Cloud Solution Provider may be transferred to your reseller identity. However, should any negative incentives arise as a result of unsubscription, specification downgrade, or reverse adjustment of bills in customer orders during your tenure as a Cloud Solution Provider, you shall be obligated to return the corresponding incentives.

iv. Unless otherwise agreed upon by you and the associated End Users, you shall assume all relevant responsibilities for the associated End Users during your tenure as a Cloud Solution Provider. 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. 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 Cloud Solution Provider 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 End Users, and incentive settlement (if any), before withdrawing from the Cloud Solution Provider Program. Any outstanding incentives (if any) will be rendered null and void upon your withdrawal from the Cloud Solution Provider Program.

e) 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, or in breach of its payment obligations to Huawei Cloud and fails to cure the breach within 14 days of being notified by Huawei Cloud of the breach and requesting cure of the same, Huawei Cloud reserves the right to unilaterally terminate this Agreement and your Cloud Solution Provider identity.

f) Upon termination of this Agreement or the cancellation of your identity as a Cloud Solution Provider, Huawei Cloud reserves the right to directly terminate the association between you and the End Users with the End Users' consents. Huawei Cloud also reserves the right to enter into contracts with the End Users or associate the End Users with other Cloud Solution Providers.

g) Huawei Cloud reserves the right to terminate the association between you and your end users without affecting you and your customers, in the event of adjustments to the partner sales model or other policies.

9.3 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 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 End User in order to allow us to contact End Users to help ensure the transition and (b) provide affected End Users advance notice of termination of this Agreement. To the extent you provide us with any Personal Data

relating to End Users (including their employees, officers or representatives, as the case may be), you represent and warrant that you have obtained the consent of End Users (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.

10. 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, sanctions, 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.

11. Governing Law and Jurisdiction

11.1 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 Law, without regard to its conflict of law principles.

11.2 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).

12. 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).

13. 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 Huawei Cloud 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 Huawei Cloud 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.

14. Miscellaneous

14.1 Partner Behavior Management. After you register as a partner, you are obligated to comply with the [HCPN Partner Behavior Regulations](#). We reserve the right to update this agreement at any time. If you violate any of the requirements in this agreement, we reserve the right to handle the violation in accordance with the latest requirements.

14.2 Relationship. Each Party is an independent contractor. This Agreement does not create any partnership, joint venture, agency or employment relationship between the Parties.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 Warranty. The Cloud Solution Provider shall obtain all the necessary licenses, permits, consents from any authorities, government entities for performing and conducting the business activities under this Agreement.

14.12 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 Cloud Solution Provider identity and transfer your associated End Users to Huawei Cloud or another Cloud Solution Provider with the consent of End Users. Huawei Cloud reserves the right to recover any outstanding amounts that remain unsettled during your tenure as a Cloud Solution Provider.

15. Definition

15.1 "Affiliate" in relation to a Party means any person which directly or indirectly controls, is controlled by, or 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.

15.2 "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.

15.3 "End User" means an individual or entity that subscribes to Services through Cloud Solution Provider and enters into a contract with Cloud Solution Provider for such Services subject to the terms and conditions herein.

15.4 "Huawei Cloud Contracting Party" refers to the contracting party located at: <https://www.huaweicloud.com/intl/en-us/declaration-sg/sa-cua-cp.html>, which is incorporated into this Agreement by reference, as may be updated from time to time. If there are any conflicts between the link and the contracting party displayed in the [Account Center](#), the information set out in the Account Center shall prevail.

15.5 "Governing Law" and "Corresponding Court" refers to, for each Huawei Cloud Contracting Party, the governing law and corresponding court located at: <https://www.huaweicloud.com/intl/en-us/declaration-sg/sa-cua-gl.html>, which is incorporated into this Agreement by reference, as may be updated from time to time.

15.6 "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.

15.7 "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

15.8 "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.

15.9 "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.

15.10 "Standard Products" refers to those standard products listed in HCPN Cloud Solution Provider Program, which is accessible at: <https://account-intl.huaweicloud.com/obmgr/?region=ap-southeast-3&locale=en-us#/obmgr/productDiscountAndIncentiveStrategy> (Partner Center->sales management ->Products Discounts and Incentives). Standard Products do not include any products and/or services offered by any third party or posted on Huawei Cloud Marketplace.

15.11 "Promotional Products" refers to those promotional products listed in HCPN Cloud Solution Provider Program, which is accessible at: <https://account-intl.huaweicloud.com/obmgr/?region=ap-southeast-3&locale=en-us#/obmgr/productDiscountAndIncentiveStrategy> (Partner Center-Product Discounts and Incentives (huaweicloud.com)). Promotional Products do not include any products and/or services offered by any third party or posted on Huawei Cloud Marketplace.

15.12 "Partner Discount" refers to discount granted by Huawei Cloud under section 2 of these Terms.

15.13 "Partner Revenue" refers to Huawei Cloud revenue generated either by direct invoicing to Partner or by invoicing to end customers recommended by the Partner. However, any consumption by using Huawei Cloud vouchers and any subscription of third party products and/or services will not be counted as Partner Revenue.

15.14 "Annual Partner Revenue" refers to the Partner's revenue generated in a calendar year begins on January 1st and ends on December 31st.

15.15 "Partner Revenue Threshold" (used for getting access to the qualification of quarterly/annually rebates and partner tier retention and upgrade) refers to Huawei Cloud resource fees paid by the partner for their reseller customers and by the partner's referral customers. The consumption does not include the expenditures using Huawei Cloud cash coupons or test coupons, or the turnover taxes such as value-added tax (VAT), sales tax, and goods and services tax (GST). The partner revenue does not include the consumption of Marketplace offerings by customers.

15.16 "Partner Revenue Base" (used for quarterly/annually rebates) refers to consumption generated when the customers associated in Reseller mode purchase standard products on the official website. The consumption does not include promotional products on the Huawei Cloud official website and products and services requested using a special price. The consumption does not include turnover taxes such as VAT, sales tax, and GST.

15.17 "Special Discount Request" refers to discount request submitted by Partner to Huawei Cloud for a special discount which is higher than the Partner Discount granted hereunder. You acknowledge and agree that Huawei Cloud has sole discretion to decide whether to grant such discount or not.

16. 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
Singapore, South Africa, Chile, Peru, Brazil, Thailand, Hong Kong, Malaysia, Pakistan, Philippines, Japan, Macao, Papua New Guinea, Bahrain, Mauritius, Türkiye, Ethiopia, Libya, Nigeria, Saudi Arabia, United Arab Emirates	Section 3.2	3.2 Taxes. 3.2.1 Fees for Services are: 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. ii. inclusive of: withholding tax, or any similar or analogous tax applicable in a relevant territory if any, which shall be deducted from Fees thereto, and any other taxes which should be filed and paid by us in accordance with the relevant laws and regulations. 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. 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. 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. i. Where preferential tax treatment is applicable under a double tax treaty or arrangement, or the prevailing

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		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 negligence or non-compliance, you shall indemnify us for any losses, damage, expense or cost caused thereby. 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. 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

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		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. 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.
South Africa	Section 3	3.1 Pricing. The pricing for each program is available at: https://www.huaweicloud.com/intl/en-us/pricing.html. 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 official 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.

Country/ Region where you are registered	Section #	Terms and Conditions
Chile	Section 3	3.1 Pricing. The pricing for each program is available at: https://www.huaweicloud.com/intl/en-us/pricing.html . 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.
Peru	Section 3	3.1 Pricing. The pricing for each program is available at: https://www.huaweicloud.com/intl/en-us/pricing.html . 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

Country/ Region where you are registered	Section #	Terms and Conditions
		terminate with the expiration or termination of this Agreement.
Brazil	Section 3	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/pricing.html. You acknowledge and agree that we may adjust your payment frequency or payment method if we reasonably believe that there would be fraudulent or potential breach of your payment obligations. 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.
Mexico	Section 3	3.1 Pricing. The pricing for each program is available at: https://www.huaweicloud.com/intl/en-us/pricing.html . 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

Country/ Region where you are registered	Section #	Terms and Conditions
		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.
Kenya	Section 3.2	3.2 Taxes. 3.2.1 Fees for Services are: 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. ii. inclusive of: - withholding tax, or any similar or analogous tax applicable in a relevant territory if any, which shall be deducted from Fees thereto, and - any other taxes which should be filed and paid by us in accordance with the relevant laws and regulations. 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.

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		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. 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: 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. 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

Country/ Region where you are registered	Section #	Terms and Conditions
		indemnify us for any losses, damage, expense or cost caused thereby. 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. 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. 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. 3.2.7 If we involve Digital Service Tax liability in Kenya, below term shall be added into Section 3.2.1: Fees for Services are inclusive of Digital Service Tax, which shall be filed and paid by us to the tax authority in

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		accordance with the relevant laws and regulations of Kenya.