

# HUAWEI Developers Basic Service Agreement

Effective Date: May 20th, 2021

The following terms (hereinafter referred to as this "**Agreement**") are the legally binding agreements made by and between you and Huawei (either of which may be referred to individually as a "**Party**" or collectively as "**Parties**"). This Agreement stipulates your rights and obligations when you use your HUAWEI ID to log in to this Website and use the Basic Services (as defined below) provided by Huawei under this Agreement. By clicking the "**I agree**" button (or any other similar button) below this Agreement, or by using any of the products and services provided by Huawei under this Agreement, it shall be deemed that you have fully understood and accepted the terms of this Agreement. If you do not agree to the terms of this Agreement, you shall not use any services under this Agreement.

If you agree to be bound by this Agreement on behalf of your employer or another entity, you represent and warrant that you have sufficient legal authorization to bind your employer or said entity to this Agreement. You may accept this Agreement or use Basic Services on behalf of your employer or said entity if and only if you have obtained any and all of the necessary authorizations.

## 1. Definitions

The following terms shall have the following meanings unless otherwise specified:

1.1 "Huawei" means the signing Huawei entity that provides Basic Services to you in accordance with Clause 13 of this Agreement.

1.2 "Huawei Developer" or "Developer" means the individuals, body corporates, or other organizations that have successfully registered Developer Accounts at the HUAWEI Developers website <https://developer.huawei.com/consumer/> (the "Website") and obtained Huawei's authorization to use the products and services provided by Huawei to develop Developer Products and/or provide Developer Products to End Users.

1.3 "Basic Huawei Service" or "Basic Service" means the basic services that Huawei provides for you through this Website and its interconnected platforms (hereinafter collectively referred to as "Huawei Platforms") under this Agreement, for example, the automatic signature service in debugging scenarios (including debugging an application, applying for a debugging certificate, applying for a debugging profile file, and registering a device).

1.4 "Developer Account" or "Account" means the HUAWEI ID that has completed the online identity verification procedure on the Website.

1.5 "HUAWEI ID" means the account that you register and use when you are accessing Huawei's services. For details, see the HUAWEI ID User Agreement.

1.6 "End User" means any and all users who use services of Huawei Platforms and Developer Products for their own use instead of re-sale or distribution.

1.7 "Developer Products" or "Products" means software, content, digital materials, and other items and services as made available and/or promoted by you via Huawei Platforms.

1.8 "Affiliate" means any individual, partnership, organization, or entity that is or shall be, directly or indirectly (through one or more intermediaries or arrangements), controlled by, in control of, or under common control with either Party hereto, where "control" refers to a Party's ownership, directly or indirectly, of the shares or other securities representing fifty percent (50%) or more of the voting rights for the election of board members (or other management executives) in the controlled Party or the Party under common control.

1.9 "Huawei Software" means the software, codes, APIs, SDKs, and relevant documents provided by Huawei.

1.10 "Application Programming Interface" or "API" means an open interface provided by Huawei for your applications.

1.11 "Software Development Kit" or "SDK" means a software development kit provided by Huawei.

## **2. Account**

2.1 You need to create a HUAWEI ID to log in to the Website.

2.2 If your HUAWEI ID has not been subject to identity verification, you can use the Basic Services provided by Huawei. If you want to use more services provided by HUAWEI Developers, you may register a Developer Account through online identity verification on this Website.

2.3 If you no longer have the right and authorization to accept and fulfill the obligations under this Agreement, you shall immediately notify Huawei and remove your Products from all related Huawei Platforms. In addition, Huawei has the right to decide whether to

suspend or terminate the provision of related Basic Services to you and notify you of the reasons for such suspension or termination.

2.4 You shall not use your HUAWEI ID for any other purposes that violate the purposes of this Agreement. If Huawei suspends the provision of Basic Services to you or deletes your HUAWEI ID due to your violation of this Agreement, you may not register another HUAWEI ID without Huawei's prior written consent.

### **3. Your Use of Basic Services**

3.1 You hereby represent, warrant, and undertake that:

(a) You have any and all necessary rights and authorizations to sign this Agreement, and you signing or performing this Agreement will not violate any agreements between you and any third party nor infringe upon any third party's rights or violate any applicable laws and regulations;

(b) Any and all of your activities on Huawei Platforms, your use of Basic Services, and the Products that you provide or promote to End Users through Huawei Platforms as well as the information and content that you release: (i) do not violate any applicable laws, regulations, policies, or industry practices, norms, or guidelines of the relevant jurisdiction; (ii) will not infringe upon the legitimate rights and interests of Huawei or any third party (including but not limited to privacy rights, intellectual property rights, reputation rights, portrait rights, and trade secrets);

(c) You comply with any and all applicable cyber security laws and regulations, and you will not engage in or participate in any activities that may disrupt, interrupt, damage, or access without authorization any devices, servers, networks, software, or other assets or services of Huawei or any third parties (including but not limited to End Users and mobile network carriers);

(d) You will not interfere with or attempt to interfere with the normal operation of any Huawei Platforms;

(e) You will not bypass, attempt to bypass, or claim to be able to bypass any content protection mechanisms or data analysis tools provided by Huawei, or deliberately lead End Users to mistakenly believe that they are directly interacting with Huawei;

(f) You comply with this Agreement and the management policies and other guidelines, rules, and policies related to Basic Services that are released by Huawei from time to time on Huawei Platforms; and

(g) You will not participate in or otherwise engage in any activities that: (i) violate applicable laws and regulations; (ii) cause Huawei to violate any applicable laws and regulations; or (iii) result in Huawei being fined, sanctioned, restricted, or liable under applicable laws and regulations.

3.2 Huawei grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use Basic Services in accordance with this Agreement (you shall follow the applicable development guides and security measures in order to use certain Huawei Services). You shall bear any and all liabilities for the losses caused by your insufficient security measures and indemnify and hold harmless Huawei and End Users from and against any and all losses incurred therefrom.

3.3 If Huawei finds that you violate any representations, warranties, agreements, or undertakings in this Agreement, Huawei has the right to take one or more of the following actions at its own discretion (without prejudice to Huawei's any rights and remedies under this Agreement and applicable laws): (i) Stop your use of the Basic Services; (ii) Freeze or delete your HUAWEI ID; and/or (iii) suspend or terminate this Agreement with you, etc. You shall be solely liable for any losses incurred therefrom upon yourself or End Users.

3.4 Huawei is not obligated to provide you with customer support, software upgrades, or improvements or modifications of any Basic Services (hereinafter collectively referred to as "**Support**"). However, Huawei reserves the right to terminate the Support at any time without providing prior notice to you if Huawei provides you with such Support.

#### **4. Authorization and Intellectual Property Rights**

4.1 You grant Huawei and/or its Affiliates the non-exclusive, royalty-free, and irrevocable rights to use, test, analyze, store, and display your Products and related product information for the purpose of providing you with Basic Services. To provide you with the Basic Services, Huawei has the right to sub-license the preceding rights when necessary.

4.2 Huawei and/or its Affiliates own any and all intellectual property rights (including but not limited to trademarks, copyrights, and patents) of the Huawei brand (including but not limited to the company names, trademarks, logos, or any other logos belonging to or authorized to Huawei and/or its Affiliates), Huawei Platforms, and Huawei Software (hereinafter collectively referred to as "**Huawei Content**"). Without prior written consent of Huawei and/or its Affiliates, you may not (and shall not assist any other third party to) (a) use, reproduce, publish, distribute, reproduce, modify, reproduce,

translate, disseminate, or distribute any part or all of Huawei Content; or (b) lease, lend, sell, sub-license, transfer, or otherwise dispose any part or all of Huawei Content, or any rights in connection with Huawei Content.

4.3 Unless you have obtained written consent from Huawei, you may not (and shall not assist or encourage any third party to) copy, reverse engineer, decompile, disassemble, or create derivatives of Huawei Software.

4.4 Huawei may provide components licensed under open-source licenses ("**Open-Source Components**"). Your use of Open-Source Components shall be governed by the applicable open-source licenses.

4.5 Unless otherwise expressly agreed in written form, nothing in this Agreement may be construed or operated as any transfer of any intellectual property rights of the Parties hereto.

## **5. Confidentiality**

5.1 A Party that receives or becomes aware of ("**Receiving Party**") any and all non-public information or data (including but not limited to technical information, trade secrets, and the content of this Agreement) ("**Confidential Information**") of the other Party ("**Disclosing Party**") shall keep strictly confidential such Confidential Information, and may not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party agrees that it shall use such Confidential Information only for the purpose of performing this Agreement, and agrees to adopt necessary and reasonable measures, no less stringent than the security measures adopted to protect its own Confidential Information, to protect the Disclosing Party's Confidential Information. The Receiving Party warrants that its personnel (including but not limited to its employees, executives, directors of the board, representatives, or consultants) to the extent that they need to access any Confidential Information for the purpose of performing the Receiving Party's obligations under this Agreement shall keep strictly confidential said Confidential Information, and are bound by confidentiality terms with respect to said Confidential Information no less restrictive than those contained in this Clause 5.1.

5.2 The Receiving Party shall, after this Agreement is terminated or upon the Disclosing Party's request, immediately return to the Disclosing Party any and all Confidential Information and the copies thereof that it has received from the Disclosing Party, unless the Receiving Party is unable or prohibited from doing so under this Agreement, or because of a legal requirement or direction, or because of legal proceedings, or to protect the legitimate rights and interests of the Receiving Party and third parties. In any event, the Receiving Party shall inform the Disclosing Party of the reason why it retains such Confidential Information and what Confidential Information it has retained.

## 6. Privacy Protection

6.1 Protection of End User's Data: You and your Products shall comply with any and all privacy protection laws and regulations, including those applicable to personal information protection, which include but are not limited to releasing privacy policies in your own name, and displaying such privacy policies prominently on your Product's interface (if any) for End Users in accordance with applicable data protection laws and regulations. You may not engage in any activities infringing Personal Data and privacy of End Users, including but not limited to activities that illegally track user behavior, or illegally disclose or damage Personal Data. You undertake to take adequate and proper data security measures. If your Product retains any Personal Data provided by End Users, you must ensure that such Personal Data is kept safely and only for the necessary period of time.

6.2 Security Statement: You shall be solely responsible and liable for resolving any and all privacy and security issues arising out of or in connection with your Products between you and End Users. Huawei may (but has no obligation to) provide you with opinions and suggestions on resolving such privacy and security disputes in order to protect End Users' rights and interests. You shall notify Huawei without undue delay in the event of any breach of personal data. Without prejudice to Huawei's any rights and remedies under this Agreement, Huawei may terminate this Agreement with you for a breach by you of Clause 6.

6.3 To provide Basic Services such as local debugging and applying for debugging. We may process personal data about you in connection with your use of our Services. Such processing of personal data by us is further described in the [HUAWEI AppGallery Connect Privacy Notice](#) (made available in the relevant Huawei Platform) and the [Statement About Huawei Developers and Privacy](#) (as applicable from time to time).

## 7. Indemnification

7.1 To the maximum extent permitted by applicable laws, you shall defend, hold harmless, and indemnify Huawei and its Affiliates, subsidiaries, executives, directors of the board, employees, agents, partners, subcontractors, contractors, and licensors (collectively, the "**Huawei Parties**") against and from any and all claims, demands, suits, actions, and proceedings arising out of or in relation to any of the following events:

- (a) Your breach of any provision of this Agreement;
- (b) Your breach of any of your representations, warranties, or undertakings;

- (c) You or your Products infringing upon the intellectual property rights or other rights of Huawei or any third party;
- (d) You or your Products violating any applicable laws and regulations; and/or
- (e) Disputes between you and End Users.

7.2 Your indemnity to Huawei in this Clause 7 shall include any and all liabilities, fines, penalties, damages, expenses, litigation costs, and attorney's fees arising from such claims, suits, or actions (whether under contract, tort, negligence, or restitution, or otherwise). You undertake and agree to promptly assist and cooperate as fully as reasonably required by any of the Huawei Parties in the defense of any such claims or requests. Huawei may, at its own expense, exclusively assume the defense and control of any and all matters subject to indemnification by you under Clause 7.

7.3 You shall assume any and all the risks from your access and use of the Basic Services to the maximum extent permitted by applicable laws. The full and maximum liability of the Huawei Parties, and the sole and only remedy for any and all the compensation, claims, legal proceedings, responsibilities, obligations, losses, damages, costs, and/or property losses incurred due to your use or failure to use the Basic Services or any third-party service under this Agreement, shall be based on the actual loss that you have suffered, which shall not exceed more than (i) Euro€500; or (ii) the fees that you paid to use the corresponding Basic Services in the twelve (12) months before the event which caused your actual loss, whether the basis for such alleged liability or remedy is in contract, tort (including negligence), restitution, or under any other legal theory or doctrine. You expressly acknowledge and agree that Huawei does not assume any liability for any data loss or damage, profit loss, loss of business or goodwill, business disruption and/or any indirect, collateral, incidental, special, consequential, or punitive damages (even if Huawei has been informed of the possibility of such losses and/or damages).

7.4 Nothing in this Agreement shall operate to limit the liabilities of either Party which cannot be limited or excluded by applicable laws.

## **8. Disclaimer**

**8.1 The Huawei Parties do not provide any explicit or implicit representations or warranties in respect of the Basic Services, including but not limited to merchantability, fitness for a particular purpose, accuracy, and non-infringement.**

**8.2 To the maximum extent permitted by law, you acknowledge and agree that the Basic Services are provided on an "as-is" and "as-available" basis and are subject**

to change without notice. You shall assume any and all risks associated with the content and/or other information downloaded, obtained, or accessed via Basic Services, as well as the risks of device/data damage and content loss due to the use of Basic Services or any third-party services.

## 9. Termination

9.1 Either Party (a "**Non-Defaulting Party**") may suspend the provision or use of all Basic Services or terminate this Agreement by giving a written notice to the other Party (a "**Defaulting Party**") if the Defaulting Party:

(a) is in material breach of this Agreement, and the Defaulting Party explicitly refuses to implement a remedy, or such breach remains un-remedied within the period of time specified by the Non-Defaulting Party, which shall not be less than thirty (30) days after the Defaulting Party receives a written notice from the Non-Defaulting Party requiring it to take remedial measures;

(b) has ceased or threatened to cease carrying on its business;

(c) has a receiver, administrator, or any similar officer appointed for all or part of its assets or undertaking;

(d) makes any arrangement for the benefit of its creditors;

(e) goes into liquidation except for the purpose of genuine merger or reconstruction;

(f) is an individual who has been declared bankrupt;

(g) has its operations banned by applicable laws and/or regulations which makes continuing performance of this Agreement a violation of said laws or regulations; or

(h) is in violation of, causes or induces Huawei to violate, or exposes Huawei to penalties, liabilities, sanctions, or restrictions under applicable laws or regulations.

9.2 Either Party may terminate this Agreement without a reason by providing the other Party a written notice at least thirty (30) days prior to said termination.

9.3 Any and all provisions of this Agreement which expressly or by their nature are intended to survive the termination of this Agreement, shall remain in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.

9.4 If you pass identity verification, you shall sign the HUAWEI Developers Service Agreement. After you pass the identity verification, the HUAWEI Developers Service Agreement shall supersede this Agreement to govern your use of the products and services that Huawei provides to you and this Agreement shall terminate automatically.

## **10. Export Controls**

You hereby represent and warrant that you shall comply with any and all applicable laws and regulations regarding export controls and economic sanctions of the United Nations, the United States, the European Union, and other countries and regions. You shall obtain any and all necessary authorization and licenses as required by law at your own cost. You undertake not to use the Basic Services for any purposes prohibited by applicable export controls laws, nor to use the Basic Services to upload, synchronize, or transmit any software, technologies (including technical data), and/or any other materials that are subject to the U.S. Export Administration Regulations (“**EAR**”). To the maximum extent permitted by law, Huawei is not liable for any losses or penalties that you may incur or suffer in connection with your breach of the preceding representations, warranties, and undertakings.

## **11. Financial Compliance**

11.1 The Parties acknowledge the necessity and desirability of strategic cooperation, growing together, reputation management, and building a healthy and robust financial compliance environment, and to comply with all applicable domestic and international laws/regulations in regard to economic sanctions, anti-money laundering, and counter-terrorism financing.

11.2 You expressly represent, warrant, and undertake to Huawei that:

(a) neither you nor any of your subsidiaries, directors of the board, or executives, or, to your best knowledge, any of your shareholders, Affiliates, agents, or employees is a natural person or body corporate ("**Entity**"), that is, or is controlled or owned (via shareholding) by Entities that are the subject/target ("**Object of Sanction**") of any economic sanctions, embargoes, or other restrictive measures enacted, administered, imposed, or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the People's Republic of China, and/or any other relevant governmental institutions, agencies, or authorities;

(b) none of the funds provided or to be provided by you under this Agreement are or have been directly or indirectly connected with any Object of Sanction or any activities that may violate any applicable laws/regulations, and that none of the funds received or

to be received by you under this Agreement are or have been used to support or assist any Object of Sanction or any activities that violate any applicable laws/regulations; and

(c) the bank account information provided by you is accurate, and your bank account is registered in accordance with any and all applicable laws and regulations of the place (country/region) where you are located and/or where your business is registered and your bank account is opened.

## **12. Notices and Updates**

12.1 Huawei may send notices to you about matters under this Agreement via page announcements on relevant Huawei Platforms, or send notices about material changes and other matters by sending an email to the most recent email address you provided in your profile for your Developer Account. Such notices shall be deemed to be received by you once sent, and shall be referred to and be deemed as legally binding and conclusive evidence in the event of a dispute between you and Huawei.

12.2 You agree to receive emails and messages sent by Huawei and its Affiliates, including but not limited to messages about your rights and interests. You may send an email to [devConnect@huawei.com](mailto:devConnect@huawei.com) to inform Huawei of your objection to the sending of further messages to you. However, you may not opt out of or reject messages sent for the purposes specified in Clause 9. You may opt to receive marketing and promotional emails sent by Huawei and its Affiliates when registering for a Developer Account.

12.3 For any disputes arising out of the Basic Services and related transaction activities, you agree that Huawei or the competent judicial authorities may serve legal documents to you by electronic communication methods or by post. The email address that you designate to receive such legal documents shall be the most recent email address you have provided in your profile for your Developer Account. A legal document shall be deemed served as soon as that document is sent by Huawei or the judicial authorities to you through any of the aforementioned methods. The mailing address you designate for receiving legal documents shall be the most recent address you have provided in your profile for your Developer Account.

12.4 You agree that Huawei or the judicial authorities may serve legal documents to you in one or more of the above mentioned methods. In the event that a legal document from Huawei or the judicial authorities is served to you using more than one such method, the service of such a legal document shall take effect at the earliest time when it is deemed served. You agree that the aforementioned methods of serving documents are applicable to all stages of judicial proceedings.

12.5 You hereby warrant and guarantee that the contact information in your profile of your Developer Account is and will be accurate, valid, and up to date. You shall be

solely liable for any and all legal consequences arising out of or in connection with any failure of service of any legal document caused by your failure to provide accurate, valid, and up to date contact information in your profile for your Developer Account.

12.6 Huawei may make changes to this Agreement at its own discretion from time to time and notify you of such updates so that you have the chance to reject them and to discontinue your use of relevant Huawei Services if you choose to do so. You should read this Agreement regularly to check if there are any updates to it. Huawei may, at its own discretion, choose either of the following two ways to notify you of such updates, and you acknowledge that you have agreed on the following two ways for receiving such updates:

(a) Huawei may release the updates of this Agreement on Huawei Platforms at least thirty (30) days prior to such updates taking effect. If you disagree with such updates, you must stop using relevant Basic Services within said thirty (30) days. You agree that you shall be deemed to have agreed to such updates and agreed to observe such updates once you continue your use of the Basic Services after said thirty (30) days.

(b) Alternatively, Huawei may notify you of such updates when you log in to relevant Huawei Platforms. The updates will take effect immediately after you provide your consent where required.

12.7 Huawei may adjust, add to, or remove Basic Services from Huawei Platforms at its own discretion. Unless otherwise specified, any and all new Basic Services shall be governed by this Agreement.

### **13. Signing Huawei Entities**

13.1 If the location country or region that you selected when you were registering your HUAWEI ID is the Chinese mainland specified in Part I of the [List of Countries /Regions](#), you are entering into and concluding this Agreement with Huawei Software Technologies Co., Ltd. which is legally established and incorporated in the People's Republic of China.

13.2 If the location country or region that you selected when you were registering your HUAWEI ID is a country or region listed in Part II of the [List of Countries/Regions](#), you are entering into and concluding this Agreement with Aspiegel SE which is legally established and incorporated in Ireland.

13.3 If the location country or region that you selected when you were registering your HUAWEI ID is a country or region listed in Part III of the [List of Countries/Regions](#), you are entering into and concluding this Agreement with Huawei Services (Hong Kong) Co., Limited which is legally established and incorporated in Hong Kong (China).

## **14. Governing Law and Dispute Resolution**

14.1 If you are concluding this Agreement with Huawei Software Technologies Co., Ltd., you agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by and in accordance with the laws of the People's Republic of China. You agree that this Agreement is signed in Longgang District, Shenzhen, P.R. China. Any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Basic Services under this Agreement shall be resolved in the court with jurisdiction over the place where this Agreement is signed.

14.2 If you are concluding this Agreement with Aspiegel SE, you agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by and in accordance with the laws of Ireland. You agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Basic Services under this Agreement shall be submitted to the Irish Courts with jurisdiction in Dublin, Ireland, without applying the United Nations Convention on Contracts for the International Sale of Goods.

14.3 If you are concluding this Agreement with Huawei Services (Hong Kong) Co., Limited, you agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by and in accordance with the laws of Hong Kong (China). You agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Basic Services under this Agreement shall be submitted to the courts in Hong Kong (China), without applying the United Nations Convention on Contracts for the International Sale of Goods.

## **15. Miscellaneous**

15.1 This Agreement constitutes the entire legal agreement between you and Huawei and governs your use of Basic Services and completely supersedes any and all prior agreements between you and Huawei in relation to the Basic Services.

15.2 If any court of law having the jurisdiction to decide on the matter in the preceding clause rules that any provision of this Agreement is invalid, that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement shall continue to be valid and legally binding and enforceable upon you and Huawei to the maximum extent permitted by applicable laws.

15.3 Unless stated otherwise in this Agreement, neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

15.4 The headings in this Agreement are for the sake of convenience only, and shall have no legal or contractual effect.

15.5 You may not subcontract any of your obligations under this Agreement, or subcontract, transfer, assign, or sub-license any of your rights under this Agreement.

15.6 You hereby acknowledge and agree that Huawei has the right to delegate, assign or transfer any of its rights and/or obligations hereunder to any of its Affiliates for performance of this Agreement.

15.7 The translations of this Agreement are for reference only. In accordance with Clause 13 herein, if you are concluding this Agreement with Huawei Software Technologies Co., Ltd., the standard version of this Agreement shall be in Chinese; if you are concluding this Agreement with Aspiegel SE and/or Huawei Services (Hong Kong) Co., Limited, the standard version of this Agreement shall be in English. In the event of any inconsistency between the translations of this Agreement and the standard version thereof, the standard version shall prevail.

15.8 In accordance with the applicable laws, including the Electronic Signature Law of the People's Republic of China, the Electronic Commerce Law of the People's Republic of China, the Electronic Transactions Ordinance (Cap. 553) of Hong Kong (China), the Electronic Commerce Act 2000 of Ireland and/or EU Regulation 910/2014 (on electronic identification and trust services for electronic transactions), the Parties hereby agree that they may execute this Agreement using electronic means, including the use of electronic acceptance by you or Huawei, which shall have the full force and legal effect as if traditional hand-written signatures had been affixed hereto. You acknowledge and agree that you have the ability to retain this Agreement either by printing or saving it.