

# Huawei Cloud End User License Agreement

This HUAWEI CLOUD End User License Agreement (the “Agreement”) contains the terms and conditions that govern end user’s (“End User”, “you” or “your”) access and use of HUAWEI CLOUD services (the “Services”) provided to you by an authorized Solution Partner. This Agreement is entered into by and between HUAWEI CLOUD Contracting Party as defined in Section 14.2 of this Agreement (“HUAWEI CLOUD”, “we”, “us” and “our”) and the entity you represent or you individually if you don’t designate an entity in connection with your agreement with the Solution Partner and Services. If you enter into this Agreement for an entity, you represent and warrant that you have the 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. You and HUAWEI CLOUD are each referred to as a “Party” and collectively as “Parties” hereunder.

## 1. Use of the Services

1.1 **Rights Granted.** For the Services you subscribed from the Solution Partner, we grant you a non-exclusive, non-transferrable, non-sub-licensable and limited right to access and use the Services in accordance with the terms and conditions of this Agreement. You shall comply with this Agreement, your agreement with the Solution Partner and applicable laws and regulations in connection with your access and use of the Services.

1.2 **Your Account.** To access and use the Services, you may create a HUAWEI CLOUD account and connect your account to a Solution Partner’s account. To create an account, you shall provide truthful and accurate information. If your information changes at any time, please update such information in your account to reflect those changes. You are responsible for (a) maintaining the confidentiality of your account, and (b) all activities occur under your account. You will notify the Solution Partner or us immediately about any unauthorized or misuse of your account or any security incident related to the Services. You acknowledge and agree that we will not be responsible for any unauthorized or misuse of your account, unless such is directly caused by our violation of the terms and conditions hereunder.

1.3 **Acceptable Use Policy.** Other than the terms and condition of this Agreement, you agree to comply with the Acceptable Use Policy, which is incorporated into this terms of this Agreement by reference. You may review the current version of this Acceptable Use Policy at:

[https://intl.huaweicloud.com/declaration/sa\\_nisr.html](https://intl.huaweicloud.com/declaration/sa_nisr.html).

1.4 **Your Content.** You will ensure that Your Content will not violate the terms and conditions of this Agreement and applicable laws and regulations. You are solely responsible for the legality, accuracy, integrity and reliability of Your Content. You are solely responsible for securing and maintaining any required notice, consent or authorization with related to your provision of and our processing of Your Content as part of the provision of the Services. We will not assume any

obligations and liabilities with related to Your Content, unless otherwise required by the governing law.

1.5 **Third-Party Content**. The Services may include or be provided together with Third-Party Content. Third-Party Content may be governed by this Agreement, or if applicable, separate terms and conditions specified in the Services terms and documentations. Third-Party Content is provided on an “as-is” and “as available” basis without any warranty.

1.6 **Preview**. Preview refers to Services or feature of Services we make available at no charge for trail purpose. Preview Services are provided “as-is” and “as available”, and excluded from warranties set forth in this Agreement. Preview Services may not be covered by support, and we may change or discontinue preview at any time and without notice. We are not obligated to release a preview or make preview generally or commercially available.

## 2. Security and Data Privacy

2.1 **Our Security**. Without prejudice to Section 1.4 and Section 2.3 of this Agreement, we will maintain appropriate administrative, physical and technical measures designed to help you protect the security and confidential of Your Content stored in the Services environment. We will not access or use Your Content except as necessary to provide the Services, or to comply with applicable laws and regulations or a binding order of a governmental body.

2.2 **Data Privacy**. In order to protect the privacy information provided to us as part of the provision of the Service, we will comply with the relevant HUAWEI CLOUD Privacy Policies applicable to the Services subscribed, which are available at:

[https://intl.huaweicloud.com/declaration/sa\\_prp.html](https://intl.huaweicloud.com/declaration/sa_prp.html). You may specify the data center region in which Your Content will be stored. We will not move Your Content from the data center region selected by you without your consent, except that (a) the relocation is necessary to comply with applicable laws and regulations or a binding order of a governmental body, and (b) to provide billing, administrative or technical services or to investigate security incident or violation of this Agreement, we may process certain data in the data center region where you use the services and the region where we maintain our operation, support and investigation personnel.

2.3 **Your Security**. Without prejudice to Section 2.1 above, you are responsible for any security vulnerabilities and the consequences of such vulnerabilities arising out of or related to Your Content, including but not limited to any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content.

## 3. Representations and Disclaimers

3.1 **Representations**. Each Party represents that it has validly entered into this Agreement and it has the legal power and authority to do so.

3.2 **DISCLAIMERS**. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED EFFOR-FREE OR UNINTERRUPTED OR THAT WE WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING

WARRANTEIS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FIRNESS FOR A PARTICULAR PURPOSE.

#### 4. Proprietary Rights and Restrictions

4.1 **Your Content.** You and/or your licensors retain all ownership and intellectual property rights in and to Your Content. You grant us the right to host, use, process, display and/or transmit Your Content to provide and ensure proper operation of the Services in accordance with this Agreement.

4.2 **Services Offerings.** We and/or our licensors reserve all rights, titles and interests in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

4.3 **Restrictions.** You may not, and may not cause or permit others to (a) modify, alter or make derivative works of the Services; (b) disassemble, decompile, reverse engineer, reproduce any part of the Services, or apply any other procedure to derive the source code of any software included in the Services; and (c) distribute, resell, sublicense, transfer or assign the Services.

4.4 **Feedback and Suggestions.** If you provide any feedback and/or suggestions to us or our affiliates, we and our affiliates are entitled to use the feedback and suggestions without restrictions, including but not limited to use and incorporate into our Services to develop new features or enhance the performance, functionalities or security of the Services.

#### 5. Indemnification

If a third party makes a claim against us that (a) Your Content or our use of Your Content in accordance with this Agreement or the combination of Your Content with our Services infringes the third party's intellectual property rights, or (b) Your use of the Services in an unlawful manner or in violation of this Agreement, you will, at your cost, defend us against the claim and indemnify us from the damages, costs and expenses finally awarded by the court to the third party claiming infringement or the settlement agreed to by you, provided that we (a) promptly notify you in written of such claim; (b) provide you with all reasonable information, authority and assistance we need to defend against or settle the claim..

#### 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"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. 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 without restriction on the disclosure; 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 but in no event be less than the degree of care that it uses to protect its own confidential information. The Receiving Party may only disclose the Confidential Information to its employees, agents or subcontractor who have a need to know and who are subject to confidentiality obligation no less 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 or to a governmental entity as required by law.

## **7. Limitation of Liability**

**7.1 DIRECT LOSS ONLY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUES, PROFITS, OPPORTUNITIES, CUSTOMERS, GOODWILL, REPUTATION, DATA OR DATA USE), EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.2 LIMITATION OF LIABILITES.** OUR MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT TOGETHER WITH OUR AFFILIATES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE SOLUTION PARTNER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

## **8. Term, Suspension and Termination**

**8.1 Term.** The term of this Agreement will commence on the effective date specified hereunder and remains in force unless terminated hereunder.

**8.2 Suspension.** We may suspend your right to access or use the Services if: (a) it is reasonably needed to prevent unauthorized access to Your Content; (b) your access and use of the Services is in violation of the Acceptable Use Policy, this Agreement and applicable laws and regulations; (c) you are in breach of your payment obligations to Solution Partner; (d) your access and use of the Services may pose security risk to the Services, us or third parties; (e) your access and use of the Services may adversely impact the functionality, availability or operation of the Services; (f) it is required under applicable laws and regulations, or by governmental body; (g) your access and use of the Services may subject us, our affiliates or subcontractors to liabilities or regulatory compliance risks; (h) you may infringe third party's intellectual property rights; or (i) you have ceased to operate in the ordinary course, or are in bankruptcy, liquidation, dissolution or similar proceedings. You acknowledge and agree that (a) suspension does not excuse your payment obligation to the Solution Partner for the services fees charged during or for the suspension period; and (b) you will not be entitled for any refund or services credit for such suspension.

### 8.3 **Termination.**

8.3.1 Either Party may terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure the breach within 30 days from receipt of the notice from the other Party demanding remedy / cure.

8.3.2 You acknowledge and agree that we also retain the right to immediately terminate this Agreement upon notice if any scenario described in Section 8.2 (a) to (i) occurs, and Your Content stored in the Services environment may be deleted immediately.

### 8.4 **Consequences of termination.**

8.4.1 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 3, 4, 5, 6, 7, 8, 9 and 10 and any provisions of this Agreement which are necessary for the interpretation or enforcement of this Agreement.

8.4.2 Except as provided at section 8.3.2, upon termination, during the extended and/or retention period as detailed in our website, you may retrieve Your Content.

## 9. **Force Majeure**

Neither Party shall be liable for any delay for failure to perform this Agreement caused by force majeure event beyond reasonable control, including but not limited to acts of God, earthquake, storms, act of war, hostility, sabotage, act of governmental order electrical, internet or telecommunication outage, blockages, embargoes, riots. 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 the affected orders upon written notice. This section does not excuse your payment obligations hereunder.

## 10. **GOVERNING LAW AND JURISDICTION**

10.1 **Governing law.** 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.

10.2 **Jurisdiction.** The Parties agree 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).

## 11. **Entire Agreement**

This Agreement incorporates the documents and policies by reference (including reference to information contained in a URL or referenced policy), and is the entire agreement between you and us regarding the Services. This Agreement supersedes all prior or contemporaneous representations, communications, understandings and agreements between you and us, whether in written or oral, regarding the Services. It is expressly agreed by the Parties that the terms of this Agreement will supersede any terms and conditions that is different or in addition to the terms of this Agreement.

## 12. Changes and Modifications

We may modify this Agreement, including the documents and policies referenced herein, at any time at our discretion by posting a revised version on the Website or by otherwise notifying you. Except otherwise indicated in the modified agreement, documents or policies, the modified terms will come into effect upon posting or notification. You will review such terms regularly on the Website. Your continuous use of the Services after the effectiveness of such modification will be deemed as your acceptance to the modified terms.

## 13. Miscellaneous

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

13.2 **Non-assignment.** You will not assign or otherwise transfer all or part of this Agreement to any third party, including your affiliates, without prior written consent from us. We may assign this Agreement without your consent to our affiliate in connection with or as part of a corporate reorganization. We will notify you, by posting announcement on our website or through other means, prior to the effectiveness of such assignment. Upon the effectiveness of such assignment, this assignor is fully released from all and any of its obligations and duties to perform the Agreement and the licensee will be deemed substituted for us.

13.3 **No Third Party Beneficiary.** No third party beneficiary relationships are created by or under this Agreement.

13.4 **Services Monitoring.** In order to (a) operate and provide the Services, (b) detect and address threats to the functionality, security, integrity and availabilities of the Services, (c) support your services requests, and (d) to detect illegal activities or breach of Acceptable Use Policy and this Agreement, we may continuously monitor the Services.

13.5 **Export.** In connection with this Agreement, both Parties shall comply with the applicable export and sanction laws and regulations of United Nations, China, Unites States and other countries. You represent and warrant that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the listed maintained by the United Nations Security Council, the United States Government, the European Union or its Member States. You shall be solely responsible for compliance with related to your subscription, access and use of the Services, including but not limited to Your Content you uploaded, process and/or provided.

13.6 **Notice.** We may provide notice to you under this Agreement by posting a notice on the Website, or by email or text. Notice we provide by posting on the Website will be effective upon posting, by email will be effective upon sending out (no matter you receive or read it), by text upon sending out. You shall be responsible to keep your email address or phone number updated.

13.7 **No Waivers.** Failure to enforce any provision of this Agreement will not constitute a waiver of such provision and will not limit the right to enforce such provision at a later time. All waivers shall be explicitly made in written to be effective.

13.8 **Severability.** If any term of this Agreement is found to be invalid and unenforceable, the remaining terms of this Agreement will remain effective, and the invalid or unenforceable term will be replaced with another term consistent with the purpose and intent of this Agreement.

#### 14. Agreement Definitions

14.1 **“Acceptable Use Policy”** refers to the policy located at:

[https://intl.huaweicloud.com/declaration/sa\\_nisr.html](https://intl.huaweicloud.com/declaration/sa_nisr.html), which is incorporated into this Agreement by reference and may be updated from time to time.

14.2 **“Huawei Cloud Contracting Party”** refers to the following (for purposes of clarity, the Huawei Contracting Party will be the Huawei entity associated with the country in which your Solution Partner is registered as per the below schedule):

The country in which your Solution Partner is registered	Huawei Contracting Party
Chile	Huawei (Chile) S.A.
Peru	Huawei del Peru SAC
India	Huawei Telecommunications (India) Company Private Limited
Countries other than the above	Huawei Services (Hong Kong) Co., Limited

14.3 **“Governing Law” and “Corresponding Court”** refer to the following and is dependent on the Huawei Contracting Party as per 14.2 above.

Huawei Contracting Party	Governing Law	Corresponding Court
Huawei (Chile) S.A.	Laws of Chile	Santiago Courts of Justice
Huawei del Peru SAC	Laws of Peru	Lima Courts of Justice
Huawei Telecommunications (India) Company Private Limited	Laws of India	Arbitration center in New Delhi
Huawei Services (Hong Kong) Co., Limited	Laws of Hong Kong	Hong Kong Court

14.4 "**Privacy Policy**" refers to Privacy Policy located at:

[https://intl.huaweicloud.com/declaration/sa\\_prp.html](https://intl.huaweicloud.com/declaration/sa_prp.html), which is incorporated into this Agreement by reference and may be updated from time to time.

14.5 "**Services**" refers to the services made available by us or our affiliates.

14.6 "**Services Terms**" refers to services terms located at:

[https://intl.huaweicloud.com/declaration/sa\\_cua.html](https://intl.huaweicloud.com/declaration/sa_cua.html), which is incorporated into this Agreement by reference and may be updated from time to time.

14.7 "**Your Content**" refers to 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 User that is transferred to, stored in, processing on the Services. Our materials, data and information will not fall within the definition of Your Content

14.8 "**Website**" refer to Huawei Cloud Website located at: <https://intl.huaweicloud.com/>.

## 15. Country Specific Terms

The country-specific terms below will replace the above equivalent terms in this Agreement.

If your Solution Partner is registered in India, the above section 10 will be replaced with the below term.

10.1 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 laws of India.

10.2 The Parties agree to submit all disputes, controversies or claims in relation to this Agreement, whether contractual or tortious, for arbitration. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force. The place of the arbitration shall be in New Delhi. The arbitration proceedings shall be a sole arbitrator appointed mutually by the Parties and shall be conducted in English language. The award of the arbitration shall be final and binding against the Parties. All costs and expenses in respect of the arbitration shall be borne by the non-prevailing Party.

Any Party may, without violating section 10.2 above, seek from the courts at Gurgaon, Haryana, any provisional remedy that may be necessary to protect its rights pursuant to this Agreement. Notwithstanding that, the final right of determination of any provisional remedy granted and the ultimate controversy or dispute shall be resolved and decided according to section 10.2.