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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5482547

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| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ASSIGNOR AND THE ASSIGNEE, WHICH WERE INADVERTENTLY SWITCHED WHEN THE ASSIGNMENT WAS ORIGINALLY FILED. previously recorded on Reel 048900 Frame 0625. Assignor(s) hereby confirms the ASSIGNMENT. |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------------------|----------------|
| HUAWEI TECHNOLOGIES FRANCE S.A.S.U. | 01/01/2017 |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | HUAWEI TECHNOLOGIES CO., LTD. |
| Street Address: | ADMINISTRATIVE BUILDING, HUAWEI INDUSTRIAL BASE |
| Internal Address: | BANTIAN, LONGGANG DISTRICT |
| City: | SHENZHEN |
| State/Country: | CHINA |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------------------|----------|
| Application Number: | 29573145 |

CORRESPONDENCE DATA

Fax Number: (610)680-3312
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 610-395-4900
Email: kelley.mcdonald@designip.com
Correspondent Name: DAMON A. NEAGLE
Address Line 1: 1575 POND ROAD, SUITE 201
Address Line 4: ALLENTOWN, PENNSYLVANIA 18104

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | HDC-D0035 |
| NAME OF SUBMITTER: | DAMON A. NEAGLE |
| SIGNATURE: | /Damon A. Neagle/ |
| DATE SIGNED: | 04/18/2019 |

Total Attachments: 15

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5474804

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|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HUAWEI TECHNOLOGIES CO., LTD. | 01/01/2017 |
| RECEIVING PARTY DATA | |
| Name: | HUAWEI TECHNOLOGIES FRANCE S.A.S.U. |
| Street Address: | 18-20 QUAI DU POINT DU JOUR |
| City: | BOULOGNE BILLANCOURT |
| State/Country: | FRANCE |
| Postal Code: | 92100 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 29573145 |
| CORRESPONDENCE DATA | |
| Fax Number: | (610)680-3312 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 610-395-4900 |
| Email: | kelleymcdonald@designip.com |
| Correspondent Name: | DAMON A. NEAGLE |
| Address Line 1: | 1575 POND ROAD, SUITE 201 |
| Address Line 4: | ALLENTOWN, PENNSYLVANIA 18104 |
| ATTORNEY DOCKET NUMBER: | HDC-D0035 |
| NAME OF SUBMITTER: | DAMON A. NEAGLE |
| SIGNATURE: | /Damon A. Neagle/ |
| DATE SIGNED: | 04/15/2019 |
| Total Attachments: 14 | |
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R&D 001

Effective DATE 2017-01-01

(1) Huawei Technologies Co., Ltd,

(2) Huawei Technologies France S.A.S.U.,

**CONTRACT RESEARCH AND DEVELOPMENT
AGREEMENT**

HUAWEI TECH

THIS AGREEMENT IS MADE AND ENTERED INTO

Between

Huawei Technologies Co., Ltd, a company incorporated and existing under the laws of China, with its registered office at Administrative Building, Huawei Industrial Base, BanTian, LongGang District, Shenzhen, P.R. China (hereinafter referred to as "Principal").

And

Huawei Technologies France S.A.S.U., a company incorporated and existing under the laws of France, with its registered office at 18-20 Quai du Point du Jour 92100 Boulogne Billancourt, France (hereinafter referred to as "Service Provider").

The Principal and Service Provider are also individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

A. The Principal is a leading global Information and Communications Technology ("ICT") solutions provider, providing ICT solutions for telecom operators, enterprises and consumers. The Principal is in the business of research, development, manufacturing and marketing of ICT Solutions.

B. The Service Provider has the personnel and facilities necessary to perform professional services relating to the development of technology and products under contract to and at the direction of the Principal.

C. The Principal desires to engage Service Provider to perform professional services and Service Provider is willing to perform professional services subject to the terms and conditions of this agreement.

NOW, THEREFORE, the Parties have agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the meaning ascribed to them hereinafter:

"Affiliate" shall mean any corporation, firm, partnership, or other entity, whether de jure or de facto, that directly or indirectly owns, is owned by, or is under common ownership, whether direct or indirect, with a Party to this Agreement.

"Agreement" means this written agreement, including all Schedules hereto, as may be amended, modified, supplemented or replaced by the Parties from time to time

"Claims" means all complaints, proceedings, actions and claims in respect of the Products;

"Developments" shall mean any and all technology related to Products, including without limitation, research information and components of Products, developed by the Service Provider hereunder, including without limitation, Intellectual Property.

"Excluded Projects" shall mean projects excluded from the scope of this Agreement under Clause 2. (iii);

"ICT Solutions" shall mean Information and Communication Technology offerings sold to Customers, typically comprising elements of hardware products, software products and technical services which are generally highly integrated, and may include consumer electronics devices which comprise hardware and software elements;

"Intellectual Property" or "IP" shall mean all technical knowledge, inventions, creations, know-how, formulations, recipes, specifications, designs, methods, processes, techniques, data, rights, devices, drawings, instructions, expertise, trade practices, trade secrets, computer data, source code, analytical and quality control data, Trademarks, copyrights, commercial information and other information relating to the ICT Solutions, whether patented, patentable or not, disclosed to Service Provider by Principal or by one of Affiliates, whether in written form or otherwise, prior to or during the term of this Agreement;

"Know-How" shall mean any and all technical information presently available or generated during the term of the Agreement that relates to Products or improvements thereto and shall include, without limitation, all manufacturing data and any other information relating to Products or improvements and useful for the development, manufacture, or effectiveness of Products;

"Products" shall mean ICT Solutions and any other products and software developed, acquired and/or distributed, or expected to be developed and/or distributed, by the Principal or its Affiliates from time to time including, individually or collectively, the equipment and other materials developed by the Principal or its Affiliates for use in connection therewith. Products shall include corrections, adaptations, modifications, improvements, translations, developments, integrations, patches, updates and upgrades to existing Products as released by the Principal from time to time;

"Services" means the research and technical development and support services to be provided by the Service Provider under this Agreement including, without limitation, the services set out in Schedule 2;

"Service Costs" shall mean all costs and expenses, whether direct or indirect, incurred by Service Provider in the performance of Services under this Agreement and shall include, without limitation, all salaries and related costs, depreciation, rent, traveling expenses, and professional fees. Service Costs shall exclude taxes and any exceptional costs as agreed in advance between the Parties;

"Service Fee" means the fee payable to the Service Provider under Clause 2.2(a).

1.2 Construction of References

In this Agreement, unless the context requires otherwise, any reference:

(a) to a Clause and a Schedule is a reference to Clause and a Schedule of this Agreement;

(b) to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document;

(c) to a person includes an individual, a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency; and

(d) to a "right" includes a power, a remedy and discretion.

1.3 Interpretation

In this Agreement, unless the context requires otherwise:

(a) words importing the plural include the singular and vice versa;

(b) words importing a gender include every gender; and

(c) the words "other", "including" and "in particular" do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.4 Headings and Contents

The headings and the tables of contents in this Agreement do not affect its interpretation.

2. The Services

The Principal appoints the Service Provider to provide the Services and the Service Provider agrees to provide such Services, subject to and in accordance with the terms and conditions contained in this Agreement.

(i) During the term of this Agreement, the Service Provider shall render Services to the Principal under a work order. The work order shall contain the details of the Services to be performed, the qualification and number of personnel to perform such Services and all other details shall be agreed to between the Parties. The Service Provider shall be responsible for ensuring that the Services conform to any reasonable specifications communicated by the Principal in the work order or otherwise from time to time.

(ii) The scope of Services to be performed by the Service Provider under this Agreement will however not extend to concluding contracts on behalf of the Principal;

(iii) For the avoidance of doubt, the Service Provider may participate in any publicly funded projects - including but not limited to European Union funded projects under Regulation (EU) No 1290/2013 (hereinafter referred to as "Horizon 2020 Projects") on its own behalf. The Principal and Service Provider shall agree which of such publicly funded projects shall be treated as Excluded Projects. Excluded Projects are hereby explicitly excluded from the scope of Services under this Agreement.

(a) Service Fee

In consideration for the Services provided by the Service Provider under this Agreement, the Company shall pay the Service Provider a service fee as set out under Schedule 1.

The payment of a service fee shall not apply to Excluded Projects, in respect of which no service fee shall be due.

(b) Payment

The basis of calculation of charges for the Services shall be determined as set forth in Schedule 1.

(i) The Parties agree that it is their intention to trade on arm's length terms according to the principles and methodologies described in the OECD Transfer Pricing Guidelines. If it comes to the attention of either Party that the charges or fees do not adequately reflect arm's length pricing, they will be revised to a level mutually agreed upon as arm's length by the Parties.

(ii) Service Fees shall be calculated and invoiced periodically, and no less than once per calendar year, by Service Provider to the Principal and, subject to the Principal's right to dispute, shall be paid by the Principal within *[30 days]* after the invoice date or within such other period as may be separately agreed between the Parties in advance.

(iii) The Service Fees shall be billed and payment shall be made in the currency of *EUR* unless otherwise agreed between the Parties by exception.

(iv) Within sixty (60) days after the end of each financial year of the Service Provider, Service Provider shall submit a statement showing the actual costs and expenses incurred by Service Provider and the total Service Fees which have been paid or are payable by the Principal in respect of that year. Any adjustment that may be necessary against payments made in respect of such year shall be effected within thirty (30) days of submission of such statement.

(v) Service Provider shall, to the extent reasonably required, prepare all applications, reports and other documents which may be required in order that remittance of the Service Fees may be made in accordance with the terms of this Agreement.

(vi) Unless otherwise stated herein, the amounts payable for Services under this Agreement are exclusive of all taxes, including national and local sales, use or value added taxes, goods and services tax, consumption tax, customs duties, withholding taxes or similar charges imposed by any governmental entity on amounts paid for the Services. Where the Trading Hub is required to withhold taxes under applicable laws or regulations, the Service Provider will accept legitimate withholding tax certificates in lieu of payments due by Trading Hub under this Agreement. Trading Hub undertakes to take all reasonable steps to ensure that any taxes withheld do not exceed that due under all applicable tax laws or regulations including responsibility for provision of any notices or filings required by tax authorities.

(vii) In the event that the Principal fails to pay the Service Fees in accordance with this Agreement, the Service Provider shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on overdue balances at an appropriate arm's length rate, to be communicated by Service Provider, from the date the payment becomes due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).

3. Obligations of the Service Provider

The Service Provider shall use its reasonable endeavors to provide the Services to the Principal in a timely manner.

(a) The Service Provider,

(i) Shall take all reasonable steps to clarify and confirm the Principal's requirements in respect of the Services.

(ii) Shall perform the Services with all due care and skill being not less than the degree of professional skill, care and diligence expected of a Service Provider experienced in providing the same or similar services

(iii) Shall take all reasonable steps to clarify and confirm any restrictions to be applied to its use of Intellectual Property made available to it by Principal or Affiliates to avoid infringing the Intellectual Property of any third parties.

(b) The Service Provider shall comply with all laws and regulations applicable in performing the Services.

(c) The Service Provider shall not during the term of this Agreement:

(i) Negotiate and conclude any contracts on behalf of the Principal or represent itself as an agent of the Principal for any purpose, or

(ii) Knowingly infringe the Intellectual Property of any third parties

4. Obligations of the Principal

4.1 The Principal shall:

(a) Supply the Service Provider with any information which may assist the Service Provider to provide the Services pursuant to this Agreement;

(b) Assist the Service Provider in obtaining all necessary resources that may be required to provide the Services pursuant to this Agreement.

(c) Take all reasonable steps to assist Service Provider in obtaining rights to use such Intellectual Property as may be necessary for Service Provider to provide the Services under this Agreement including taking all reasonable steps to notify Service Provider of any restrictions on the use of any Intellectual Property provided to minimize the risk of Service Provider infringing the Intellectual Property of third parties, without charge from Principal.

5. Intellectual Property

Principal and its licensors remain the owner of Principal's and Principal's licensors' Intellectual Property developed prior to, or during the term of this Agreement. Principal agrees to take all necessary actions in order to register, maintain, protect and defend its rights to and interests in the Intellectual Property of the Principal and its licensors.

(a) The Service Provider agrees that all Intellectual Property developed pursuant to or in the course of providing the Services, are and shall remain at all times the exclusive property of the Principal and its licensors. Any improvements, knowhow or other Intellectual Property arising out of this Agreement shall be owned by the Principal or its licensors.

(b) Except as specified in this Agreement, Service Provider shall acquire no rights whatsoever in, or to, any Intellectual Property. Without limiting the foregoing, except as provided herein, this Agreement does not constitute a license, sale or any other transfer of the Principal's Intellectual Property or the Intellectual Property of its licensors. Service Provider shall not take any action that may adversely affect or impair Principal's rights, titles or interests in or to the Intellectual Property or of its licensors.

(c) Service Provider on behalf of itself and (to the extent is able to do so) its Staff hereby assigns and agrees to assign to Principal any right, title or interest Service Provider and/or any of its Staff may have in know-how, improvements, or other matters developed in or related to, the Services. Principal and Service Provider (on behalf of itself and members of its Staff) agree that all know-how or copyrightable works developed as part of providing the Services shall be "works made for hire" whose ownership shall vest with the Principal. To the extent they may not, by operation of law, constitute "works made for hire" Service Provider (on behalf of itself and members of its Staff) hereby assigns and agrees to assign to Principal (for no charge) all right, title and interest it and/or (to the extent it is able to do so) any of its Staff may have in and to such improvements.

(d) In respect of protectable Intellectual Property which is assigned to Principal, assignment will take effect from the filing date of patent protection or similar rights application with competent authority.

(e) Service Provider shall promptly notify Principal (a) of any claims or objections that its use of the Intellectual Property in connection with its Services may or will infringe the patent, copyright, trademark or other proprietary right of any other Person, and (b) of any and all infringements, imitations, illegal use, any act of unfair competition, piracy, or misuse, by any Person, of the Intellectual Property which come to its attention.

6. Commencement and Duration

This Agreement shall supersede all previous agreements between the Parties relating to the Services and shall commence on 2017-01-01. Subject to the provisions of article 7, it shall continue in effect until 2018-12-31. Thereafter this Agreement shall renew automatically annually and may be terminated by either Party at any time upon prior written notice by registered mail to the other Party of 3 months, starting the first day of the month following the date of delivery of the termination letter in accordance with article 12.

7. Termination

Notwithstanding any provisions to the contrary in this Agreement, Principal shall have the right to terminate this Agreement, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any goodwill indemnity by giving written notice to the Service Provider on the occurrence of any of the following events:

(a) the Service Provider has failed to comply with any of its obligations under this Agreement and does not remedy such failure within thirty (30) days following the giving of notice by any other party, specifying the default and requiring that the same be cured;

(b) the Service Provider ceases trading, or goes into liquidation, or becomes insolvent, or enters into judicial or extra-judicial arrangements with any of its creditors, or files or has filed against it a petition in bankruptcy, or is declared bankrupt;

(c) there is a material change in the Service Provider's management, business, assets or shareholdings, other than a change brought about at the request or instruction of the Principal or one of its Affiliates.

8. Consequences of termination

Upon the termination or expiry of this Agreement for any reason whatsoever in accordance with the provisions of this Agreement, at the moment of effective termination or expiration:

(a) the Service Provider shall promptly cease to act as a Service Provider for the Services and promptly halt the use of any trade names, trademarks, domain names, copyrights and trade secrets and any other intellectual property rights relating to the Developments;

(b) any financial obligation or liability of either Party to the other Party incurred up to the point of effective expiration or termination, including the Service Provider's obligation to pay all intercompany invoices, shall continue in effect until paid or settled;

(c) the Service Provider shall promptly return to the Principal the information mentioned in Clauses 4.1 and 10;

(d) in the event termination results in significant costs associated with closing down or downsizing the Service Provider's facility the parties will consider an appropriate level of compensation for the Service Provider.

9. Indemnification.

(a) The Service Provider agrees to indemnify the Principal against, hold the Principal harmless from and reimburse the Principal on demand for any claim, demand, action, liability, damage, loss, cost or expense brought against, made upon, or incurred by the Principal:

(i) as a result of, or arising out of, any act or omission of or for any breach of contract by, negligent act or omission by, or wilful misconduct of Service Provider's officers, directors, employees, dealers, agents or principals in connection with the Services; or

(ii) as a result of the violation of any applicable law or regulation by Service Provider or Service Provider's personnel.

(b) In the event of any action brought against the Service Provider, the Parties shall agree separately how to conduct the defence of such action.

(c) Under no circumstances will Principal, its related persons or Affiliates be liable for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, whether based on claims of Service Provider or its end users, arising out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, tort or otherwise.

10. Confidentiality

(a) The Parties undertake to keep confidential and not to divulge to any third party for the duration of this Agreement as well as at any time thereafter any confidential information, reports, records or other restricted documents concerning other Parties or their activities which they have received or obtained in the framework of this Agreement. Each Party shall ensure that its directors, employees, agents and other intermediaries are bound by a similar duty of confidentiality.

(b) If any Party becomes aware that it will be required, or is likely to be required, to share with a third person confidential information disclosed to it by the other Party in order to comply with mandatory applicable laws or regulations or with a mandatory court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- a. notify the disclosing Party within 7 (seven) days after it is notified or required to disclose, and
- b. comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

(c) Upon termination or expiration of this Agreement for any reason whatsoever, the Service Provider shall immediately return to the Principal, or destroy, any documents containing restricted information about the Developments, the ICT Solutions, the Products, the market, sales of the ICT Solutions and Products, the Principal, or its business, etc. provided by the Principal or any Affiliate of the Principal in the framework of this Agreement.

11. Force majeure

(a) Neither party shall be liable for any failure to fulfil any term or condition of this Agreement if fulfilment has been delayed, hindered or prevented by events of force majeure including, but not limited to, any strike, lock out or other industrial dispute, acts of elements, compliance with requirements of any government or international authority, plant breakdown or failure of equipment, inability to gain equipment, fuel, power, materials or transportation, or by any circumstances whatsoever beyond its reasonable control.

(b) Promptly following the date any event of force majeure commences the Party concerned shall advise the other Parties in writing of the date and the nature of the event and upon receipt of such notification the operation of the Agreement (except obligations to make payment of invoices due) shall be suspended until the event of force majeure ceases.

12. Notices

(a) All notices and other communications in connection with this Agreement shall be in writing and must be delivered or sent to the recipient (i) in person through a reputable courier service, (ii) by fax with a confirmation slip, (iii) by registered mail (with acknowledgement of receipt) or (iv) by attachment to electronic mail sent to an officer of the recipient entity (with acknowledgement of receipt).

(b) Any notice shall be deemed to have been delivered to the recipient's address on the date of delivery if delivered in person, 3 working days following the mailing date if sent by registered mail, and the next working day if sent by fax or by attachment to electronic mail.

13. Miscellaneous provisions

(a) Any amendment to this Agreement, as well as any additions or omissions, is only valid where it is agreed in writing with the mutual consent of the Parties.

(b) No Party shall assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of the other Parties. Any such assignment or transfer without the prior written consent of the other Party shall be deemed null and void. However, the Principal shall be entitled to assign or transfer this Agreement, in whole or in part, to any Affiliate or in connection with the sale, transfer, merger, consolidation, or any other disposition of all or substantially all of its assets or business upon giving formal written notice thereof to the Service Provider, provided such transfer or assignment does not adversely affect the Service Provider's rights. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

(c) Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable under applicable law. However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provisions and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

(d) In entering into this Agreement, the Parties recognise that it is practically impossible to make provisions for every contingency which may arise during the validity of this Agreement. Accordingly, the Parties hereby state and acknowledge their mutual intent that this Agreement will be enforced and implemented between them with fairness and without detriment to any Party's interest, and that if, in the course of performing the obligations and duties as set forth in this Agreement, substantial hardship or unfairness is anticipated by or has occurred to any Party, the Parties will use their best commercial endeavours to agree upon such action as may be necessary to rectify or remove the causes thereof, and, if deemed necessary, compensate for disadvantages suffered.

(e) Any failure or delay by a Party in exercising any right under this Agreement, the exercise or partial exercise of any right under this Agreement, or any reaction or absence of reaction by a Party in the event of breach by any other Party of one or more provisions of this Agreement shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under this Agreement or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

(f) If there has been an express written waiver by one Party following a specific failure by any other Party, this waiver cannot be invoked by any other Party in favour of either a new failure, similar to the prior one, or a failure of another nature.

(g) Article 10 shall survive and continue in full force and effect in accordance with their terms notwithstanding the expiration or termination of this Agreement.

(h) The headings used in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

(i) This Agreement is executed in separate copies, each of which is deemed an original and all of which taken together constitute one and the same agreement. Translations into any language other than English may be made but are for convenience purposes only, even when executed by one Party or all Parties.

14. Entire agreement

This Agreement (and its Schedules) contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter still in force between the Parties.

15. Legal jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China, without reference to its choice of law rules. Any dispute in connection with this Agreement shall be settled through friendly consultations between both parties. In case no settlement can be reached through friendly consultations, any dispute in relation to this Agreement shall be submitted by either party to the finally settled exclusively by the competent courts of Shenzhen.

FOR AND ON BEHALF OF THE PRINCIPAL

Hong Chen

[name]

CFO of Huawei Technologies Co., Ltd

[signature]

FOR AND ON BEHALF OF THE SERVICE PROVIDER

Kai Song

[name]

CEO of Huawei Technologies France S.A.S.U.

[signature]

Schedule 1: Service Fee

It is the intention of the Parties to trade on arm's length terms according to the principles and methodologies described in the OECD Transfer Pricing Guidelines.

The Service Fees as referred to in Article 2 of this Agreement shall be the sum of the Service Costs plus a mark-up element. The mark-up element shall be calculated as the Mark-Up Percentage multiplied by Service Costs.

The Mark-Up Percentage shall be determined as representing a percentage within a range of arm's length Net Cost Plus Mark-ups evidenced by supporting economic analysis as may be undertaken and updated from time to time.

Schedule 2: List of Services

The Services to be provided under the terms of this Agreement shall mean research and / or development support activities related to ICT Solutions.

The Services may include any of the activities listed below or any other such services as the Parties may agree from time to time. As noted under Article 2 to this Agreement, the specific services to be performed by Service Provider shall be agreed between the Parties.

- * Early-stage conceptual research
- * Practical technological research
- * Development of new applications of technological research
- * Development and supply of designs/product prototypes
- * Identification and development of product improvements and innovations
- * Produce relevant working papers and other technical documents to support research and product development activities as noted above
- * Provide all necessary technical support services and resources for research and product development activities as noted above

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