

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6974684

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | FEIFEI GU | 07/25/2016 |
| RECEIVING PARTY DATA | | |
| Name: | Huawei Technologies Co., Ltd. | |
| Street Address: | Huawei Administration Building | |
| Internal Address: | Bantian, Longgang District | |
| City: | Shenzhen, Guangdong | |
| State/Country: | CHINA | |
| Postal Code: | 518129 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 16716360 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (312)616-5700 | |
| <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: | (312) 616-5600 | |
| Email: | assignments@leydig.com | |
| Correspondent Name: | LEYDIG, VOIT & MAYER, LTD. | |
| Address Line 1: | TWO PRUDENTIAL PLAZA, SUITE 4900 | |
| Address Line 2: | 180 NORTH STETSON AVENUE | |
| Address Line 4: | CHICAGO, ILLINOIS 60601-6731 | |
| ATTORNEY DOCKET NUMBER: | HW746040 | |
| NAME OF SUBMITTER: | KAJAL AMIN | |
| SIGNATURE: | /Kajal Amin/ | |
| DATE SIGNED: | 10/18/2021 | |
| Total Attachments: 15 | | |
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VERIFICATION OF TRANSLATION

I, Hong Xiang, hereby solemnly affirm that I have a fluent knowledge of English and Chinese languages, and that the document titled "Partial Translation of Beijing Huawei Digital Technologies Co., Ltd. Employment Agreement" is the true and accurate translation of a relevant part of the Employment Agreement between Beijing Huawei Digital Technologies Co., Ltd and employee Feifei Gu .

Dated this O C T , 9 , 2021

Signature of Translator

Hong Xiang



委 托 技 术 开 发 协 议

委托方（甲方）：华为技术有限公司

受托方（乙方）：北京华为数字技术有限公司



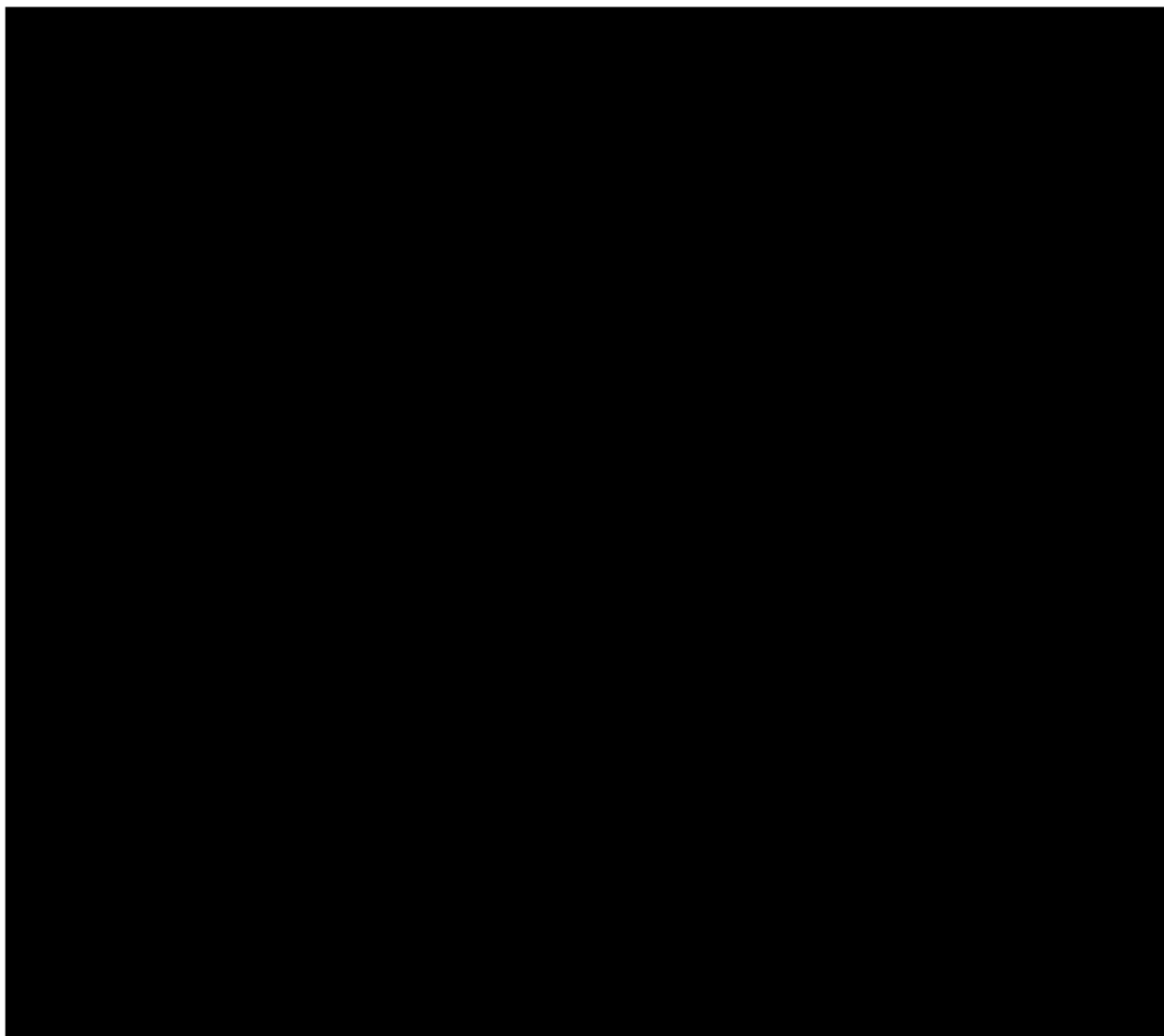
本协议由以下双方签署：

华为技术有限公司（“甲方”），一家根据中国法律在深圳市龙岗区坂田华为总部办公楼成立的企业；和

北京华为数字技术有限公司（“乙方”），一家根据中国法律在北京市海淀区上地信息路3号成立的企业。

（以上甲方、乙方独称为“一方”，合称为“双方”）。

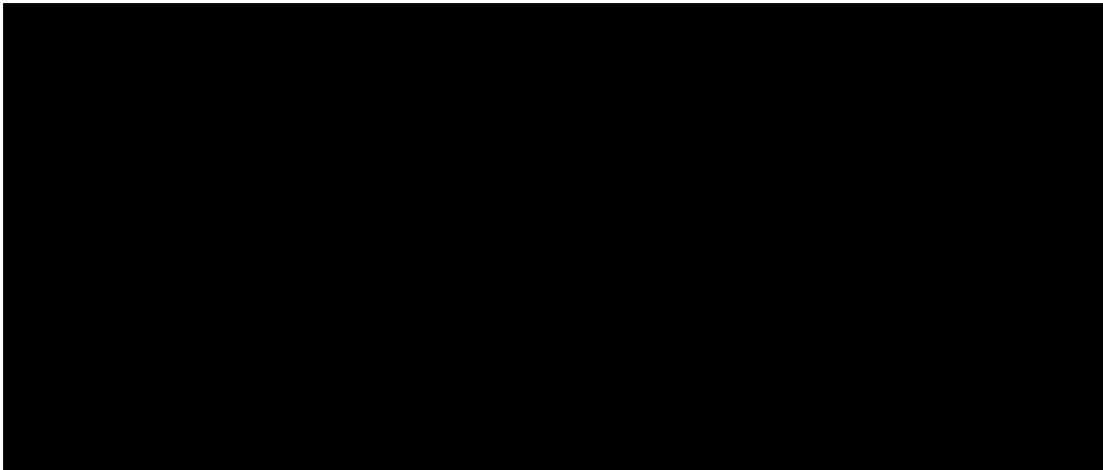
根据《中华人民共和国合同法》及其他有关法律法规，甲乙双方在平等自愿的基础上，经充分友好协商，甲方将委托乙方进行相关领域的研究开发工作（“协议工作”）事宜，现双方达成如下协议（“本协议”）。



8. 知识产权归属

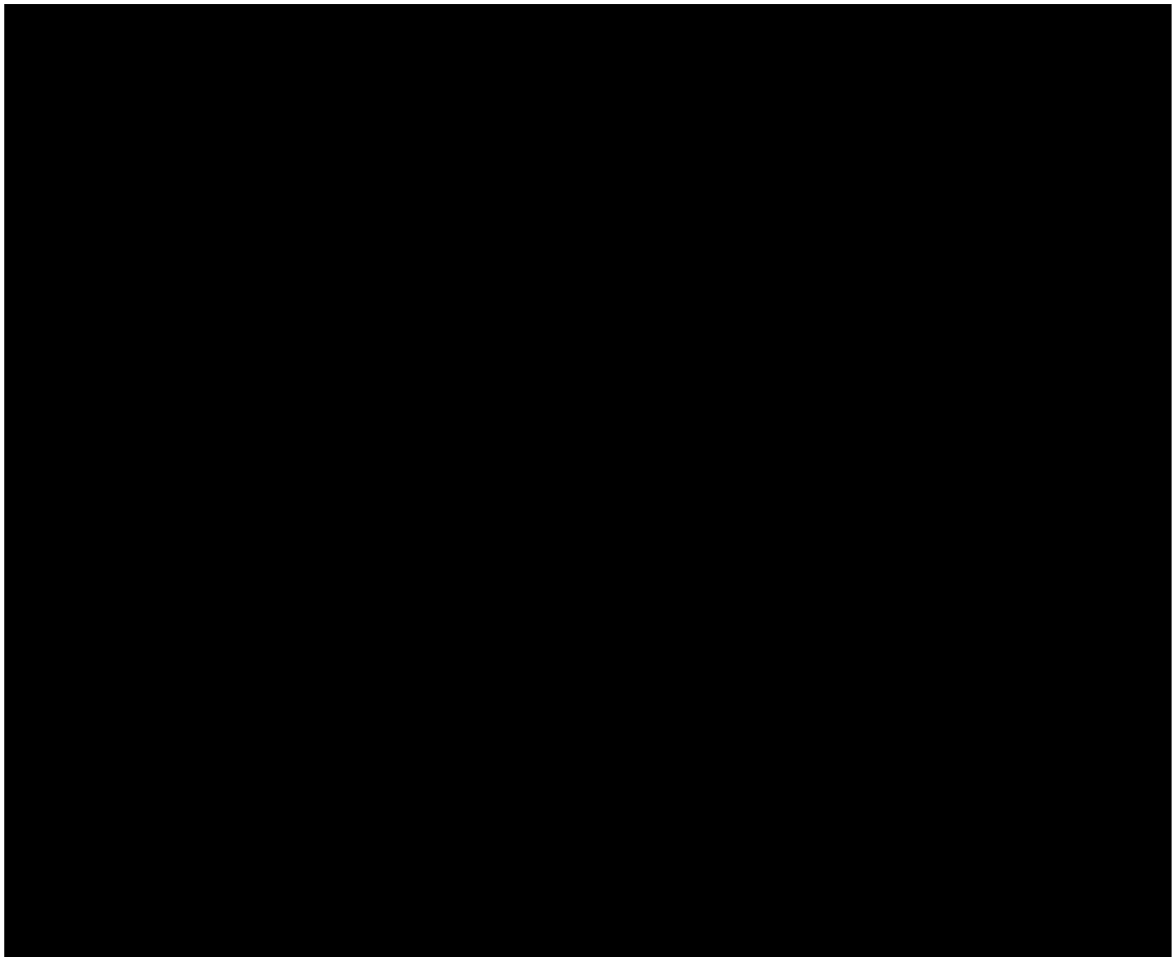
8.1 本协议下协议工作中产生的全部开发成果及其知识产权，包括但不限于申请专利的权利、专利申请权、专利权、版权、商业秘密，均归甲方所有。

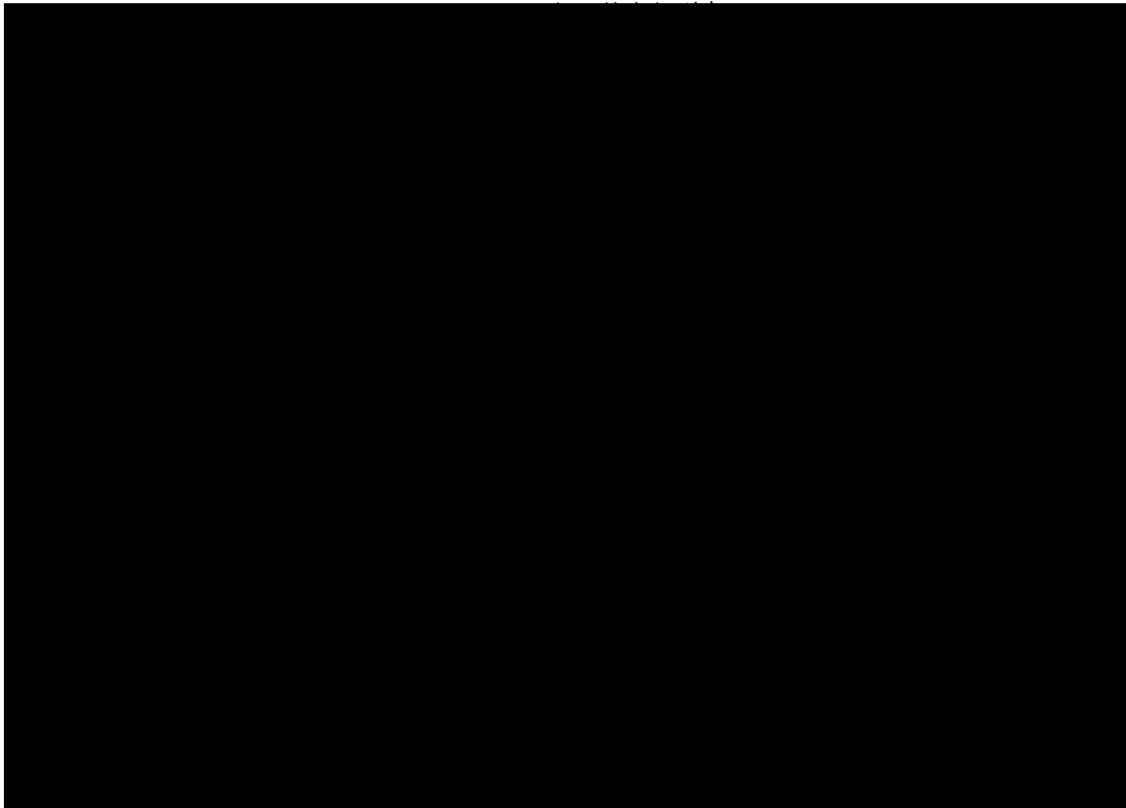
8.2 乙方不得以任何形式对开发成果或其任何部分进行使用、修改和二次开发，亦不得以任何形式向任何第三方披露开发成果或其它任何部分，包括但不限于自行申请专利或授意他人申请专利。



11. 知识产权侵权

若任何第三方主张本协议下协议工作中产生的开发成果侵犯其知识产权，乙方应当负责处理前述第三方的权利主张，承担由此招致的全部费用，包括但不限于律师费和侵权赔偿，并保证甲方不会因此而遭受任何损失。





甲方：华为技术有限公司
电子合同专用章
E0021F023666F001

乙方：北京华为数字技术有限公司
电子合同专用章
E0421F023666F001



commissioned technology development agreement

Consigner (Party A): Huawei Technologies Co., Ltd.

Consignee (Party B): Beijing Huawei Digital Technologies Co., Ltd.

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This Agreement is signed by the following parties:

Huawei Technologies Co., Ltd. ("Party A") is an enterprise incorporated in accordance with the laws of China in the Huawei Administration Building, Bantian, Longgang District, Shenzhen, 518129, Guangdong, P.R. China. And Beijing Huawei Digital Technologies Co., Ltd. ("Party B") is an enterprise incorporated under Chinese laws at No.3, Shangdi Information Road, Haidian District, Beijing.

(Aforesaid Party A and Party B are referred to as the "Party" and collectively referred to as the "Party".)

In accordance with the Contract Law of the People's Republic of China and other relevant laws and regulations, Party A and Party B will entrust Party B to carry out research and development ("agreement work") in the relevant field on the basis of equality and voluntariness, and after full friendly negotiation, the Parties hereby agree as follows ("agreement").

8. Ownership of intellectual property rights

8.1 All development achievements and intellectual property rights arising from the work under this Agreement, including but not limited to the right to apply for patents, the right to apply for patents, the right to apply for patents, the right to apply for patents, the right to apply for patents, the copyright, and the trade secrets, shall be owned by Party A.

8.2 Party B shall not use, modify, or perform secondary development on the development achievements or any part thereof in any form, nor shall Party B disclose the development achievements or any part thereof to any third party in any form, including but not limited to applying for patents by itself or authorizing others to apply for patents.

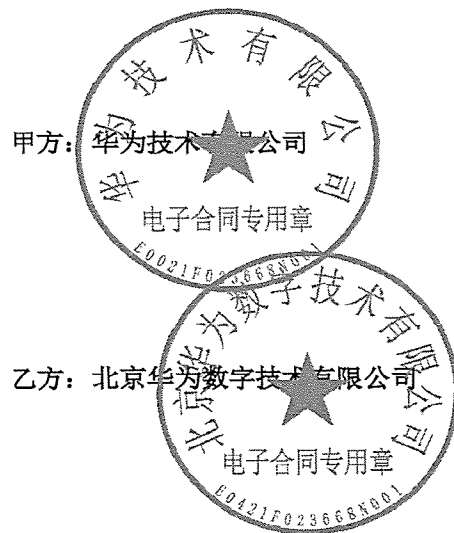
11. Intellectual Property Infringement

If any third party claims that the development achievements arising from the work under this Agreement infringe upon its intellectual property rights, Party B shall be responsible for handling the claims of the third party, bear all expenses incurred therefrom, including but not limited to lawyers' fees and infringement compensation,

and guarantee that Party A will not suffer any loss.

Party A: Huawei Technologies Co., Ltd.

Party B: Beijing Huawei Digital Technologies Co., Ltd.



顾飞飞

HUAWEI

北京华为数字技术有限公司员工聘用协议书

Beijing Huawei Digital Technologies Co., Ltd.

Employment Agreement

聘用方(甲方) Company: 北京华为数字技术有限公司

Beijing Huawei Digital Technologies Co., Ltd.

法定代表人 Legal Representative: 孙亚芳 Sun Yafang

受聘方(乙方) Employee: 顾飞飞

工号 Employee ID: 00383505 国籍 Nationality: 中国

护照号码 Passport Number/身份证号码 Citizen Identification:

户口所在地 Registered Permanent Residence (For Chinese):

吉林省松原市



甲乙双方本着平等自愿、诚实信用、协商一致的原则，就双方就订立固定期限劳动合同事宜达成如下协议：

This Employment Agreement (the "Agreement") is entered into on the date of the last signature (the "Effective Date") by and between the company as identified in the cover page (the "Company") and the employee as identified in the cover page (the "Employee").

In consideration of the mutual premises and covenants set forth herein and for good and valuable consideration the adequacy of which is hereby acknowledged by the parties, and the mutual benefits to be derived therefrom, the parties agree to conclude a fixed-term employment agreement as follows:

1 聘用期限 Employment Period

1.1 聘用期为 2016 年 07 月 25 日至 2020 年 07 月 31 日。

The employment period is from _____ (MM DD, YYYY) to _____ (MM DD, YYYY).

1.2 聘用期限届满甲方希望继续聘用乙方的，甲方将在聘用期限届满前一个月征求乙方续订聘用协议的意向，如乙方提出续订聘用协议且甲方同意续订的，双方在本聘用期限届满前另行协商订立新的聘用协议。因乙方个人原因未及时续订的，甲方不承担因此引起的责任和后果。

Should Company wishes to extend the employment period upon the termination of the Agreement, Company shall notify the Employee for consent one month prior to the termination of the Agreement. The Employee may propose for the consent of Company to extend the service period and the two parties shall sign a new employment agreement before the termination of this Agreement. Company is free from any liability for failure to extend the employment period due to reasons of the Employee.

2 工作岗位 Position

2.1 甲方聘用乙方主要从事 研发 岗位工作。乙方同意甲方有权根据业务需要调整乙方工作岗位。乙方同意工作岗位调整后的薪酬待遇按调整后的工作岗位相关薪酬标准确定。

Company employs the Employee as _____. The Employee agrees that Company has the right to change the position of the Employee according to business needs and adjust the Employee's pay and benefits according to the pay standard of the new position.

2.2 乙方不胜任工作的，甲方有权对乙方工作岗位进行调整，调整后乙方仍不胜任的，甲方有权解除聘用协议。

Company has the right to change the position of the Employee if the Employee proves incompetent for the position and may terminate the Agreement if the Employee proves incompetent for the new position.

2.3 在聘用期间，乙方工作岗位的调整，不影响本协议效力。

Change in the position of the Employee within the employment period shall not affect the effectiveness of this Agreement.

3 试用期 Probation Period

3.1 双方同意按照以下第 b 种方式确定试用期。

Both Company and the Employee agree to determine the probation period in mode _____.

(a) 无试用期。No probation period.

(b) 试用期为 6 个月。A probation period of _____ month(s).

11 知识产权 Intellectual Property Rights

11.1 职务成果 Service Achievements

(a) 双方确认，乙方在甲方工作期间（包括离职之日起一年内），由于履行本人职务或甲方安排的本人职务之外的工作任务，或者主要利用甲方的物质条件和业务信息等，自行或与他人共同构思、开发、创造或研制出的发明创造、实用新型、外观设计、技术诀窍、产品、计算机软件、半导体芯片、作品或其他形式的智力成果，其中所包含的或与之有关的全部知识产权权利或其他财产权利（以下统称“知识产权”）均归甲方所有。

Both Company and the Employee agree that Company owns all the intellectual property rights and/or other property rights (hereinafter referred to as intellectual property rights) included in or related to the inventions, practical innovations, appearance designs, technical know-hows, products, computer software, semiconductor chips, works, and/or intellectual achievements in any other form that are solely or jointly made, researched, developed, or created by the Employee in performing the Employee's duties or fulfilling other tasks appointed by Company, or using physical conditions and business information of Company, during the employment period (including within one year after the Employee leaves the employment).

(b) 乙方同意以所有适当的方式通过适当的途径(包括但不限于申请专利、注册商标、登记软件等, 相关费用由甲方承担) 协助甲方或甲方指定的第三方, 为甲方取得上述知识产权在任一国家、地区或全球范围内的各项权利。前述适当的方式包括但不限于: 向甲方披露全部相关信息和数据, 签署相关申请书、技术说明书以及甲方认为在取得该等权利或向甲方(或其继承人、受让人和指定者) 转让知识产权的专属权利、权属和利益时所必需的文书。乙方同意, 乙方签署任何该等文书或文件的义务, 或促使该等文书或文件被签署的义务, 在其与甲方的劳动关系终止之后仍应继续存在。

The Employee agrees to assist Company or a third Company appointed by Company to acquire the rights pertaining to the aforesaid intellectual property rights in any country or region or the whole world for Company in all proper ways through proper channels (including but not limited to patent application, trademark registration and software registration; the related expenses shall be undertaken by Company). The foregoing proper ways include but are not limited to disclosure of all related information and data to Company and signing related applications, technical descriptions, and other writings and documents deemed necessary by Company in applying for these rights or transferring the exclusive rights, ownership and benefits of the intellectual property rights to Company (or Company's successor, assignee or appointed entity). The Employee agrees that the Employee's obligation to sign these writings and documents or assist in getting these writings and documents signed be valid after the termination of the employment.

(c) 甲方有权使用、转让或授权他人使用上述知识产权而无需获得乙方的同意。

Company has the right to use, transfer, or authorize a third party to use the foregoing intellectual property rights without requesting the permission of the Employee.

(d) 上述知识产权的署名权(依法律规定而应由甲方署名的除外), 由作为发明人、制作者或设计人的乙方享有, 并且乙方有权按甲方有关规定获得相应的物质奖励和精神鼓励。

The Employee, as the inventor, producer, or designer, owns the right of authorship of the foregoing intellectual property rights (except in cases in which Company owns the right of authorship by law) and the Employee shall be entitled to physical and spiritual rewards according to related regulations of Company.

(e) 若乙方作为发明人或设计人的职务发明创造经甲方申请并被授予专利权的, 双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的奖励支付方式和数额向乙方支付相应奖金。

If the Employee's service invention-creation invented or designed by the Employee is granted a patent right after Company's filing in Company's own name, both Parties understand and agree that Company shall award the Employee a money prize according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

(f) 若甲方因实施前述发明创造专利权并获得了利润，或甲方许可其他第三方实施前述专利权并收取使用费的，或甲方转让前述专利权并获得经济利益的，双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的报酬支付方式和数额向乙方支付相应报酬。

If Company exploits the foresaid patent for invention-creation to make a profit, or Company grants the license to the third party to exploit the foresaid patent to receive the royalty fees, or Company transfer or assign the foresaid patent to the third party to make profits, both Parties understand and agree that Company shall pay the Employee remunerations according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

(g) 甲乙双方同意，甲方向乙方支付的薪酬待遇中，已考虑了因乙方职务发明创造被授予专利权及甲方实施、许可或转让前述专利权在所有适用法及本协议下乙方应当获得的全部奖励、报酬及其他利益。

Both Parties agree that, Company has taken all the reward, remunerations and other interests which the Employee deserves in all applicable jurisdictions and under this Agreement into consideration in the salary and benefits paid to the Employee under this Agreement due to: i) the Employee's service invention-creation which has been granted a patent right; or ii) Company's exploitation, granting the license or transfer/assignment to the third party of the foresaid patent.

(h) 甲乙双方同意，若前述专利权被无效，或甲方合理的认为前述专利权存在被无效的可能，甲方有权不发放或酌情减少前述奖励和/或报酬。

Both Parties agree that, if the foresaid patent is invalid or unenforceable or Company has reasonable doubt that the foresaid patent has the possibility to be invalid or unenforceable, Company has the right to withdraw or decrease the foresaid money prize and/or remunerations herein.



签字页

Signatures

本协议一式两份，其中一份本人已收到并保存。

This Agreement shall be in duplicate, one of which has been received and held by myself.

本协议为甲方、乙方双方真实意思表示，在此签字确认。

This Agreement describes true intentions of both Parties and the Parties hereto execute the Agreement.

甲方：北京华为数字技术有限公司

Company: Beijing Huawei Digital
Technologies Co., Ltd.

乙方：受聘方

Employee:

公司住所 Location:

北京市海淀区上地信息路3号

通信地址 Address for correspondence:

吉林省松原市

公章 Seal

日期:

Date: (MM DD, YYYY)

签名 Signature:

日期: 2016年07月25日

Date: (MM DD, YYYY)