

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI375460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Sayuri NODA	05/01/2017
RECEIVING PARTY DATA	
Company Name:	HUAWEI TECHNOLOGIES CO., LTD.
Street Address:	Huawei Administration Building, Bantian, Longgang District
City:	Shenzhen
State/Country:	CHINA
Postal Code:	518129
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17111395
CORRESPONDENCE DATA	
Fax Number:	
<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:	7038665879
Email:	sjg@nixonvan.com
Correspondent Name:	Nixon & Vanderhye, P.C.
Address Line 1:	901 North Glebe Road
Address Line 2:	11th Floor
Address Line 4:	Arlington, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	6990-0184
NAME OF SUBMITTER:	Sandy Gonnella
SIGNATURE:	Sandy Gonnella
DATE SIGNED:	07/22/2024
Total Attachments: 9	
source=6990-0184 Employment Agreement#page1.tiff	
source=6990-0184 Employment Agreement#page2.tiff	
source=6990-0184 Employment Agreement#page3.tiff	
source=6990-0184 Employment Agreement#page4.tiff	
source=6990-0184 Employment Agreement#page5.tiff	

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source=6990-0184 Employment Agreement#page9.tiff



April 7th, 2017

Ms. Sayuri Noda
3-47-11-302, Maeno-cho, Itabashi-ku, Tokyo

Dear Ms. Sayuri Noda

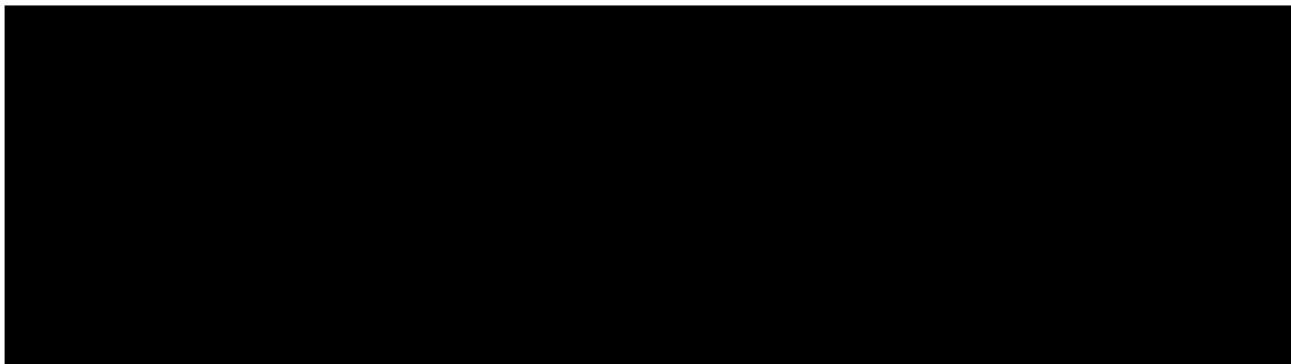
Thank you for your interest of Huawei Technologies Japan K.K. (hereinafter referred to as the 'Company'). I am delighted to offer you a position as Senior Engineer, R&D of the Company, commencing on the date noted below.

Terms and Conditions for employment

Terms and Conditions for your employment (hereinafter referred to as the 'Agreement') are as follows.

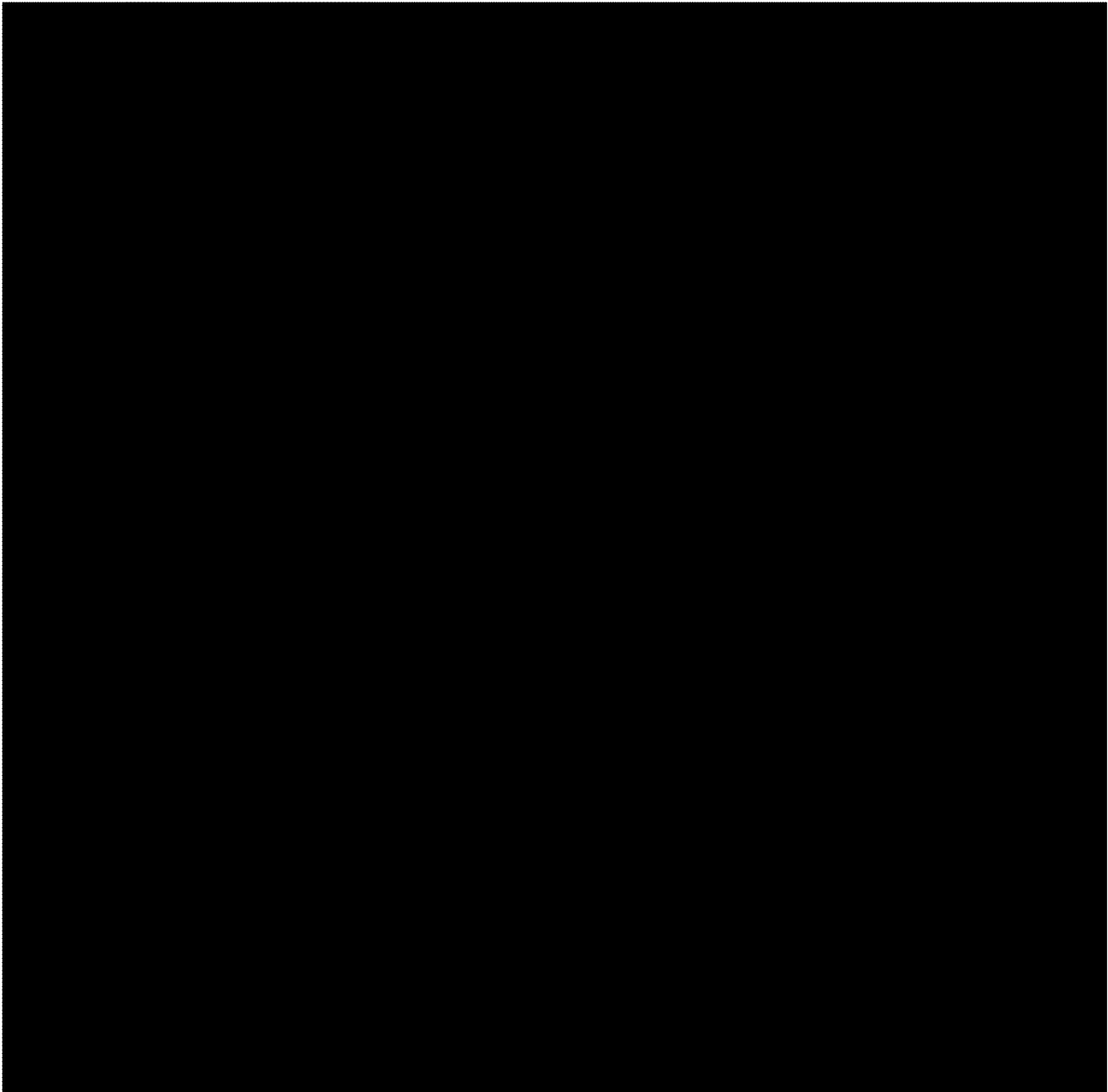
1. Date of Assignment

Your commencement date for the assignment is May 1st, 2017. The Agreement shall be only valid when you confirmed acceptance in writing this Agreement. The Company reserve a right to review your position, team, assignment etc. based on your performance. In the event for the review, you receive such notice in advance.



12. Patents, Secrets, Processes and Improvements

Any of your discovery, invention, secret process or improvement in procedure, made or discovered during your service to the Company shall belong to the Company.



Other terms and conditions of your employment with the Company shall be provided based on the Rules.

By signing on this Agreement, you shall have full notice, understanding, and agreed to abide by to the Agreement herein.

I would like to take this opportunity to welcome you to Huawei Technologies Japan K.K. and look forward to a mutually rewarding relationship. Please be acknowledged and accepted the above terms and conditions by signing the original copy of this Agreement and return to us **no later than April 13th, 2017**. Duplicate original is enclosed for your records. This offer may expire on the above date when the Company did not received the original copy with your signature by the expiration date.

We look forward to working with you at Huawei Technologies Japan K.K. Welcome aboard!

Sincerely,

李鹏

Li Peng
HR Director
Huawei Technologies Japan K.K.



AGREED TO AND ACCEPTED:

野田 さゆり

Name: Sayuri Noda

Start Date: May 1st, 2017

Please confirm your preferred name: _____

(This should be as you would like your name to appear on internal system, such as email)

Effective DATE 2021-01-01

- (1) Huawei Technologies Co., Ltd.**
- (2) Huawei Technologies Japan K.K.**

CONTRACT RESEARCH AND DEVELOPMENT AGREEMENT

Agreement No: 1171002120200002

THIS AGREEMENT IS MADE AND ENTERED INTO

Between

Huawei Technologies Co., Ltd., a corporation operating under the laws of the country of its principal office located at **Administrative Building, Huawei Industrial Base, BanTian, LongGang District, Shenzhen, P.R. China** (hereinafter referred to as "Principal").

And

Huawei Technologies Japan K.K., a corporation operating under the laws of the country of its principal office located at **1-5-1 Otemachi, Chiyoda-ku, Tokyo 100-0004 Japan** (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 research and/or development of technology and products under contract to and at the direction of the Principal.

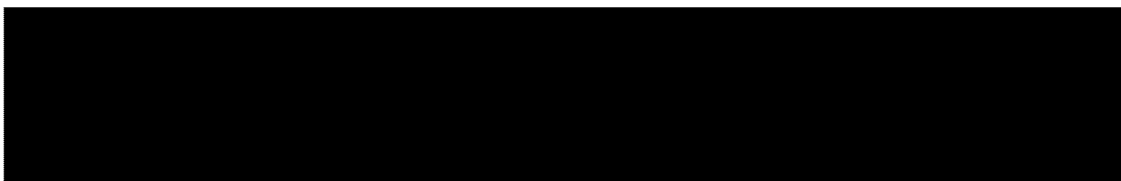
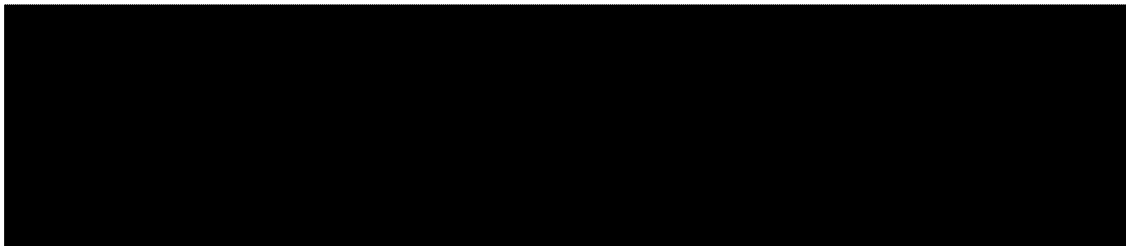
C. The Principal desires to engage Service Provider to perform professional services and Service Provider is willing to perform professional services subject to the terms and conditions of this agreement.

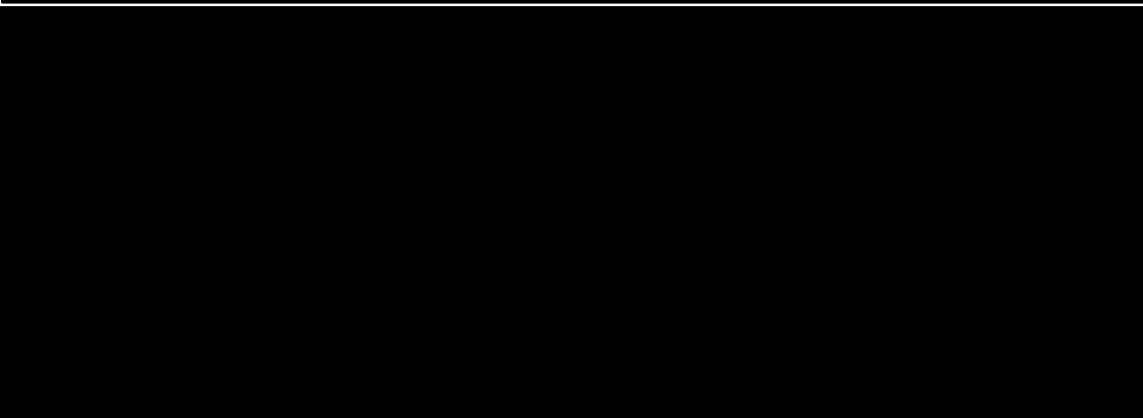
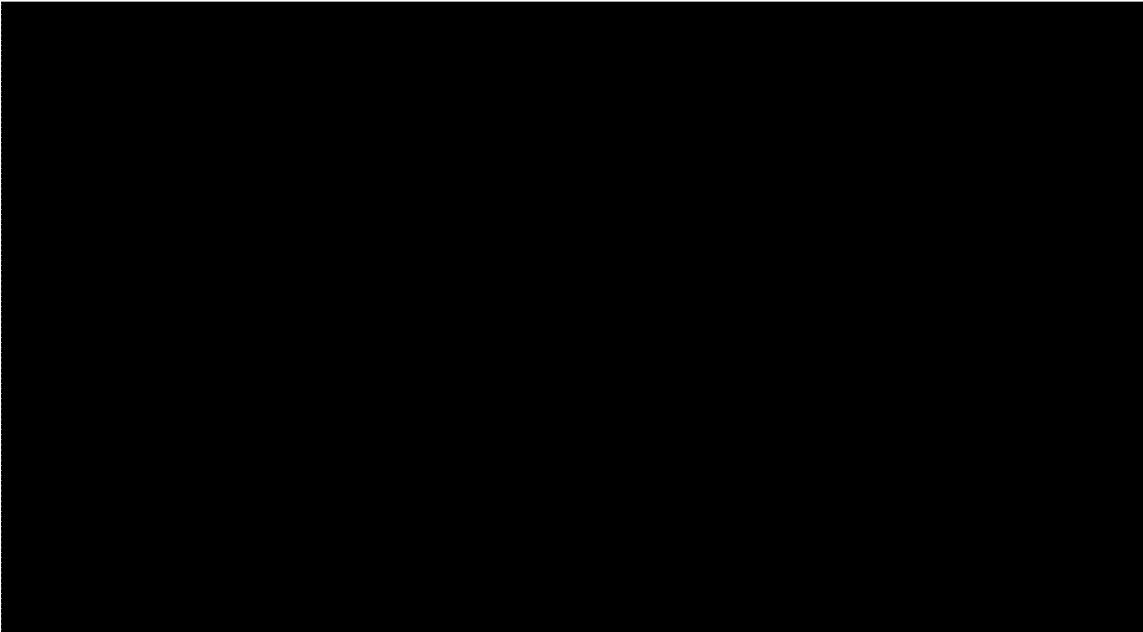
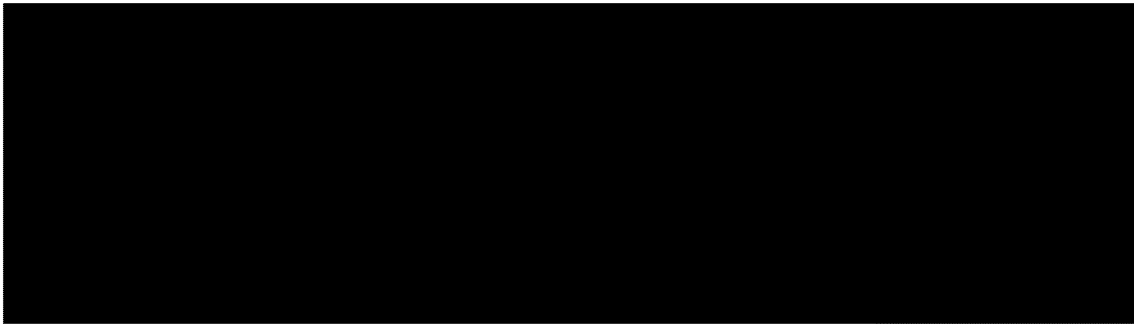
NOW, THEREFORE, the Parties have agreed as follows:

1. Definitions and Interpretation



“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 Affiliates, whether in written form or otherwise, prior to or during the term of this Agreement;





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

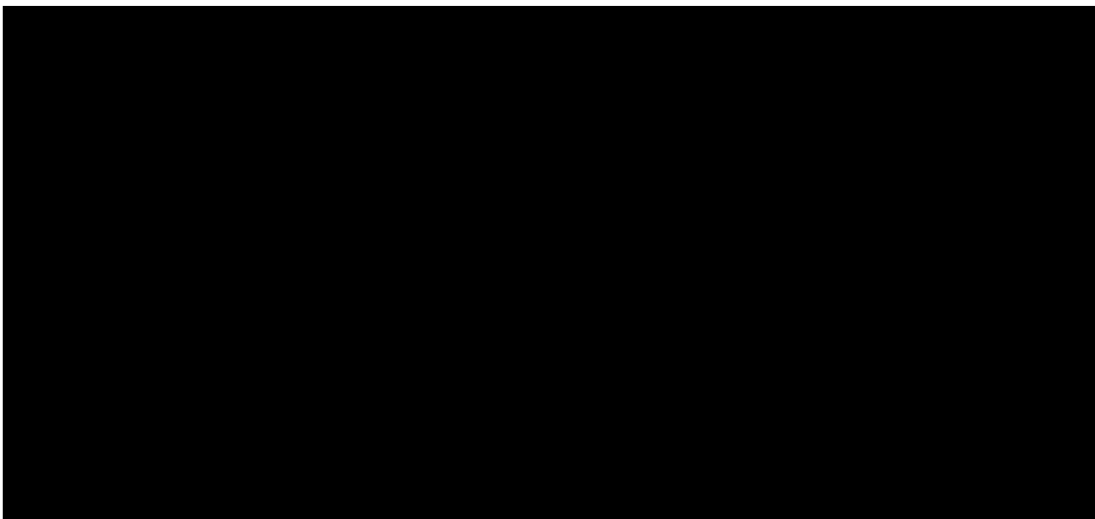
in the course of providing the Services, are and shall remain at all times the exclusive property of the Principal and its licensors. Any improvements or other Intellectual Property arising out of this Agreement shall be owned by the Principal or its licensors.

(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.



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