

## TERMS APPLICABLE TO HUAWEI PRODUCTS/SERVICES

**HUAWEI REQUIRES YOUR ACCEPTANCE OF THE FOLLOWING TERMS. THESE TERMS APPLY AND GOVERN ALL YOUR ORDERS OF HUAWEI PRODUCTS/SERVICES FROM ARROW. BY ORDERING HUAWEI PRODUCTS/SERVICES FROM THE LOCAL ARROW ENTITY ("ARROW"), YOU ACKNOWLEDGE AND AGREE TO COMPLY WITH THE FOLLOWING:**

1. When a security vulnerability relating to the products/services supplied by Huawei or Arrow is identified, You shall use your best endeavors to mitigate the security risks so identified, timely notify Arrow by email and cooperate in good faith with Arrow to investigate and deal with such security vulnerability. You shall not disclose, divulge to any third party or otherwise make public the security vulnerability before the security advisory is officially released by Arrow or Huawei. You shall deliver the security notification and/or security advisory, in connection with the security vulnerability to your end customers. For any security incidents, You shall cooperate in good faith and take necessary measures to remedy the event in accordance with your responsibilities under these Terms.
2. Before You return any products or parts to Arrow, You shall erase, remove any and all end customers data from such products and/or parts.
3. You hereby explicitly authorize Arrow and Huawei to process the data provided by You and/or to access the network of the end customer if necessary, to provide services. Under the authorization, Arrow and Huawei can directly process the data and/or access the network of the end customers upon written notification of You for the purpose of providing Huawei support to such end customer. You hereby warrant to Arrow and Huawei that (i) You have obtained and maintained all necessary consents to make such authorization; (ii) all the instructions from You to Arrow and Huawei to process and/or access the data are in compliance with the applicable laws. You shall be solely liable for your own failure to comply with the applicable laws and indemnify, defend and hold Arrow harmless from, and against any and all claims, liabilities, obligations, costs, expenses, penalties, and fines, imposed on You arising out of or relating to your failure to comply with the applicable laws.
4. You acknowledge that Huawei depends on product quality and superiority, combined with outstanding support capability to sell its products without succumbing to legally questionable or unethical demands. You, including your officers, directors, employees and agents agree with this policy and will use only legitimate and ethical business practices in the activities contemplated under these Terms.
5. You agree to comply fully with all laws applying to the sale and distribution of the products purchased under these Terms and the relevant country in your territory. Neither You, nor any of your officers, directors, employees, resellers or agents shall pay, offer, promise, or authorize the payment, directly or indirectly, of any monies or anything of value to any government official or employee, any political party or candidate for political office, or any employee or official of a public international organization, for the purpose of inducing or rewarding any favorable action or obtaining any improper advantage in any commercial transaction or in any governmental matter.
6. In relation to the reselling of HiCare services and the purchasing of CoCare services for your own use, You agree:
  - a) upon request provide corresponding authorization by Huawei when purchasing CoCare services;
  - b) not to stock HiCare services, and not to order HiCare services without a valid end customer's purchase order;
  - c) to keep records of each sales transaction for three (3) years and permit Arrow and Huawei to audit such records any time at Arrow's/Huawei's sole discretion.
  - d) to ensure end customers purchase HiCare services only for their own use;
  - e) to be aware and to ensure end customers are aware that any services to the Huawei products provided by a third party that is not authorized by Huawei may cause invalidity of warranty and Huawei and Arrow shall not be liable to any non-performance so caused.
7. To the extent Arrow provides Distributor services to You and/or to end customers, You shall:
  - a) provide your written consent and/or get written consent from end customer for collecting and transferring to Arrow relevant information required for investigating the technical problem(s) reported;
  - b) ensure that remote access channels to end customer's network and an authorized account and password are provided to Arrow;
  - c) provide Arrow with the entire history of each technical problem reported, by end customers, and any additional information required by Arrow to resolve the affected service.
8. To the extent there is any conflict between these Terms and any other sales terms and conditions or agreement between You and Arrow, the order of precedence shall be as follows: (i) these Terms and (ii) the sales terms and conditions or agreement between You and Arrow.