

Service Exceptions and Limitations

Exclusions

Services that are not expressly set forth in the applicable Service Description document are excluded under such Services Description including, without limitation, the following:

- Services for any damages, malfunctions, or non-conformities caused by (a) Force majeure, such as fire, flood, earthquake, war, etc.; (b) Abnormal physical or electrical stress (power surges, power outages, etc.); abnormal environmental conditions (e.g., water intrusion), misuse, negligence, virus infection, or accident; (c) Failure to follow installation, operation, or maintenance instructions supplied by Huawei with regard to the product; (d) Software, parts, or supplies not supplied by Huawei; (e) Combination, modification or service by anyone without the authorization of Huawei or its authorized representatives; and (f) Normal wear due to product use including, but not limited to, product cosmetics and display scratches; (g) Any solid-state drive (SSD), SD cards, SataDom, M.2, TPM cards and USB Flash, the usage of which has reached its write endurance limit.
- Recovery of general operating systems and other software and data.
- Testing for the operation of applications or other tests required by you.
- Rectification of equipment faults associated with interconnectivity or compatibility.
- Services requested by you because you did not install the software or patches provided by Huawei for system recovery, repair, and modification.
- Services requested by you because you did not take the workaround recommended by Huawei.
- Services for non-Huawei Software installed on any Huawei Product.
- Services for Products where the services are entitled to parties other than the requestor.
- Support or replacement of Product that was inoperable prior to purchase of a maintenance contract with Huawei.
- Support of Product beyond the identified End of Support (EOS) date.
- Furnishing or the replacement of the following products or components: consumables (e.g., cables, earphones, whiteboard markers, extenders, distributors, VRLA battery, refrigerant, refrigerant oil, air filter, humidifier, floodlight, fuse, Surge protection module, fire gas, etc.), accessories, structural parts (for example, cabinet structural parts, bracket, frames, shield, carts, desks, and chairs), and terminals (e.g., HG/EG series access terminals, wireless terminals, Thin Client terminals, etc.).
- Huawei application software support service/software subscription and support service does not include the following: a) Any incremental on Software license or hardware on the system; b) The “not purchased” optional Features which are listed under the Software Release notice and/or product roadmap; c) The V Release which is a major upgrade and require data migration and/or change of Hardware; d) Any additional customization needed for the adoption on the new Software Release including but not limited to localization, UI and integration with the 3rd party vendors system or

equipment; e) Any additional Hardware, Third Party Hardware and/or Third Party Software license raised by the implementation of the Software Release; f) Implementation service including but not limited to deployment, integration, testing and training; g) Recovery for Software other than the licensed software packages.

Limitations of Liability

Huawei shall not have any obligation to provide maintenance in the following circumstances:

- Accidents caused by force majeure (e.g., fire, flood, earthquake, lightning strike, etc.);
- Poor service delivery conditions caused by social issues (e.g., social unrest, war, strike, social disharmony, government regulation, etc.);
- Failure to deliver services due to interruption of energy supply (e.g., power supply, water supply, oil supply, etc.).

Huawei is not obligated to provide any implicit or explicit business or technical assurance not included in this document.

In all cases, Huawei shall not assume the responsibility for any indirect financial losses to you caused by the content of this document, the maximum compensation amount claimed by you against Huawei for the losses caused by Huawei shall not exceed 15% of the price paid by you for the service that caused the claim under the relevant contract/order.

Huawei may take proper measures to protect the security of customer's information, but Huawei shall not be liable for any direct or indirect liabilities incurred when Huawei obtains and processes the information during service delivery.

Huawei will only access and process related information and data that is needed to locate and resolve problems after obtaining permission from the customer. If the customer grants the service, it indicates that the customer permitted Huawei to access and gather the information and data that was needed to locate and resolve problems while providing the service. Consequently, the customer shall guarantee that all the necessary permits and authorizations have been obtained or retained for Huawei to provide the service as per the applicable laws, so that Huawei does not violate the applicable laws, your privacy policies, or your agreements with users when providing the service.

The customer shall be solely responsible for removal of any confidential, proprietary, or personal information stored on the defective unit before it is returned to Huawei and further indemnify, defend, and hold Huawei harmless from, against, and in respect of, any and all claims, liabilities, obligations, costs, expenses, penalties, fines, forfeitures, and judgments (at equity or at law) imposed by any governmental authority or claimed by a third party, whenever arising or incurred from, or relating to, any failure to comply with all applicable laws in the transfer or disposal of the above-mentioned information. If the customer returns hardware to Huawei, it indicates that customer has made backup copies and removed all abovementioned information stored in the hardware, and grants Huawei the right to transfer it to a Huawei repair center in any country for repair.