HUAWEI Prediction Service Agreement

Effective Date: September 9, 2020

The following terms (hereinafter referred to as this "Agreement") constitute a legally binding agreement between you and Huawei regarding the HUAWEI Prediction Service. It is a supplementary agreement to the **Agreement on Use of Huawei APIs** signed by and between you and Huawei, which is itself supplementary to the **HUAWEI Developer Service Agreement**. This Agreement stipulates your legal rights and obligations when using the HUAWEI Prediction Service.

By checking the box next to "I have read and agreed" in the AppGallery Connect agreement pop-up window to agree to all applicable agreements to AppGallery Connect services (including this Agreement), or by checking the box next to "I have read and agreed to HUAWEI Prediction Service Agreement" below this Agreement, or by using the HUAWEI Prediction Service under this Agreement, it shall be deemed that you have fully understood and accepted the terms of this Agreement, the **HUAWEI Developer Service Agreement**, and the **Agreement on Use of Huawei APIs** as of the date of your such acceptance and use ("Effective Date"). Any and all matters unaccomplished herein shall be subject to the **HUAWEI Developer Service Agreement** and the **Agreement on Use of Huawei APIs**. If you do not agree to this Agreement, the **HUAWEI Developer Service Agreement**, or the **Agreement on Use of Huawei APIs**, you shall stop using the services under the respective agreement(s).

1. Definitions

Unless otherwise specified in this Agreement, the terms in this Agreement shall have the same meanings as those in the **HUAWEI Developer Service Agreement** and the **Agreement on Use of Huawei APIs**. Unless otherwise stated, the following terms are defined herein as below:

1.2 "HUAWEI Prediction Service" (hereinafter, this "Service") means the cloud-side prediction service that Huawei provides to Developers based on various ways, such as in-application events or attributes on terminal devices collected via HUAWEI Analytics Service, in order for Developers to create audiences and share the audiences with services such as A/B Testing and Remote Configuration, meeting precise operation requirements of Developers.

2.2 "HUAWEI Analytics Service" means the collection of application development tools which Developers can use in various ways, such as collecting in-application events or

attributes on terminal devices, and the cloud-side analysis service of such data collected by said development tools.

3.2 "Data Controller" means any natural person, body corporate, public institution, government agency, or any other institution that, by itself or in conjunction with others, determines the purposes and means of processing Personal Data.

4.2 "Data Processor" means any natural person, body corporate, public institution, government agency, or any other institution that processes Personal Data on behalf of a Data Controller.

5.2 "Personal Information" or "Personal Data" means any information relating to an identified or identifiable natural person ("data subject"). An identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

6.2 "End User" or "User" means any consumer who uses application services developed by Developers.

2. Rights and Obligations

2.1 Your rights and obligations

(1) Before you use this Prediction Service, you shall activate Huawei Analytics Service. You may use this Service to perform user segmentation of your Products (including but not limited to application clients, websites, and quick applications) and the services thereof, so that you can analyze, assess, and gain insights into your Products and End Users and therefore make predictions about them. This Service provides you with prediction results based on your User data.

(2) To provide you with better services, the data that you report via HUAWEI Analytics Service and the statistical information thereof will be used for the training of the prediction models as part of the services provided to you. The prediction models will learn based on the data you report to better predict your Users' behavior.

(3) You may remotely access and view your user segmentation reports. You shall not use the data of End Users in this Service for any other purposes except to generate, view, and download reports during your using of this service When you use and access documents, software, services, and reports, you shall comply with any and all applicable laws and regulations, paying a high attention to the applicable data protection laws.

(4) You agree and undertake NOT to attack or interfere with the networks and servers of this Service, or otherwise interrupt the use of this Service by other Developers.

2.2 Huawei's rights and obligations

(1) If you have not used your Prediction Service account for twelve (12) consecutive months, Huawei has the right to disable and reclaim your permission to use this Service, delete any existent reports and data derived from your use of Prediction Service and reclaim relevant computing and storage resources.

(2) Huawei does not guarantee the authenticity, accuracy, integrity, validity, and timeliness of related analysis reports, user group tags, user group profiles, and related data in this Service, and does not guarantee that this Service can fully meet your expectations. Within the maximum scope permitted by law, Huawei does not assume any responsibility or liability for the result of any of your behaviors when you use this Service.

(3) Huawei will provide the Prediction Service in accordance with the business standards permitted by its technological capabilities. Huawei will make reasonable efforts to provide corresponding security measures based on the existing technologies to ensure the security and normal operation of this Service.

(4) Huawei may collect diagnostic information about your use of this Service to help improve it.

(5) Huawei reserves the right to change, update, modify, transfer, suspend, and terminate this Service at any time when it deems proper, as well as the right to develop new modules, functions, or different language versions of this Service. This Agreement shall apply to the provision of any and all such new modules, functions, and versions of this Service, unless otherwise stated.

3. Privacy

3.1 You acknowledge and agree that Huawei shall act as your Data Processor, and process End Users' Personal Data in accordance with the **AppGallery Connect Data Processing Addendum** which is an integral part of the **HUAWEI Developer Service Agreement**, when Huawei provides this Service to you.

3.2 You undertake to strictly comply with any and all applicable laws, regulations, and policies relating to the collection, use, processing, and sharing of Personal Information. You must develop and release a privacy policy and provide it to the End Users. In such privacy policy, you must disclose the use of this Service and how it collects and processes data as well as take reasonable commercial efforts to ensure that notification is

given to End Users for them to learn about the storage and access of device identifiers or other information on their devices, as well as related activities and services, provide information according to laws, and obtain End Users' consent, when applicable.

3.3 You agree and undertake NOT to collect the Personal Data of minors without the consent of the holder of parental responsibility over the minor, where required by applicable laws. If the target End Users of your Products are minors, you shall guarantee that minors can use your Products only if such use is under adult supervision.

4. Termination of This Agreement

4.1 If either Party terminates the **HUAWEI Developer Service Agreement**, the **Agreement on Use of Huawei APIs** and **Huawei Analytics Service Agreement**, this Agreement shall automatically terminate on the same day.

4.2 You may terminate this Agreement by disabling Prediction Service for all your apps.

4.3 If Huawei decides to discontinue Prediction Service or make major changes to it, Huawei reserves the right to terminate this Agreement after informing you in advance.

4.4 Termination of this Agreement does not entail automatic termination of the **HUAWEI Developer Service Agreement** , **Agreement on Use of Huawei APIs** and **Huawei Analytics Service Agreement** signed by and between you and Huawei.

4.5 If this Agreement is terminated, Huawei has the right to delete all the Prediction Service permissions and resources stored on your Developer Account.

5. Distribution Area and Signing Huawei Entity

You acknowledge and agree that the provisions regarding the distribution area and the signing Huawei entity under this Agreement shall be subject to the Clause of "Contracting Entity" in the **Agreement on Use of Huawei APIs**.

6. Governing Law and Dispute Resolution

You acknowledge and agree that the provisions regarding the governing law and dispute resolution under this Agreement shall be subject to the Clause of "Governing Law and Dispute Resolution" in the **HUAWEI Developer Service Agreement**.