

Huawei Technologies (Thailand) Co., Ltd.

HAINA Agreement

Agreement No.: 0YC76418000061





Dated

201[8]

[Rajamangala University of Techonlogy PhraNakhon]

And

[Huawei Technologies (Thailand) Co., Ltd]

HAINA AGREEMENT



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This Agreement is made and entered into as of 1st August 2018 (“**Effective Date**”) by and between:

[**Huawei Technologies (Thailand) Co., Ltd**] a company incorporated and existing under the laws of [**Thailand**], having its registered office at [**No.9, G Tower Grand Rama9, Room No. GN01-04, Rama 9 Road, 38th Floor, Huaykwang Sub-district, Huaykwang District, Bangkok Metropolis, 10310**] and with registered number [0105544059925] (hereinafter referred to as “**Huawei**”); and

[**Rajamangala University of Tehcnology Pra Nakhon**], a university /college incorporated and existing under the laws of [**Thailand**], having its registered office at [399 Samsen Road, Wachira Phayaban, Dusit District, Bangkok 10300] and with registered number [**0994000151942**], and already passed through Huawei Authorized Information and Network Academy program. (Hereinafter referred to as the “**HAINA**”),

Huawei and HAINA collectively referred to hereinafter as the “**Parties**” and each individually as a “**Party**”

BACKGROUND

HAINA desires to be appointed as a Huawei HAINA to provide the authorized training to its own students;

Huawei desires to so appoint HAINA, upon the terms and conditions of this Agreement;

Accordingly, in consideration of the foregoing, the mutual covenants and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:



1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined hereinafter.

"Agreement" shall mean this Agreement entered into between the Parties including all Annexes.

"Agreement Document" shall mean this Agreement exclusive of Annexes.

"Applicable Law" shall mean the laws specified at Article 14.1(a).

"Business Day" shall mean weekdays excluding any public holidays in the Territory.

"Confidential Information" shall mean any proprietary information, trade secrets, processes, price list, data, know-how (whether it is technical in nature or not), and, research, development, policies, technology, design, Material, software and business activities, strategies, or any other information of the disclosing Party which is either marked or stated to be confidential by the disclosing Party to the other Party, or is by its nature reasonably treated as confidential.

"Huawei Authorized Information and Network Academy" ("HAINA") means an university/college which is certified and authorized by Huawei to deliver official technical and certification training to its students using the Huawei authorized training curriculum and tools.

"Huawei Certified Academy Instructor" ("HCAI") means an individual who has been certified by Huawei as an instructor, remains in good standing, and is currently sponsored by a Huawei Authorized Information and Network Academy.

"Material" shall mean Software, literary works, specifications, design documents, processes, methodologies, programs, program listings, programming tools, documentation, data bases, reports, drawings and other similar work products.

"Tax" shall mean any and all direct or indirect taxes, including but not limited to withholding taxes, Goods and Services Tax (GST), Value Added Tax (VAT), sales taxes or analogous taxes, tariffs, fiscal charges and other dues or any similar tax-related charges or levies of whatsoever nature imposed, levied or assessed by any governmental authority within the Territory in accordance with present or future laws in the Territory.

"Term" shall mean the period stated at Article 8 including each agreed extension thereof.

"Territory" shall mean the geographical area in which the Parties will conduct business under this Agreement. The territory for this Agreement is Thailand.

"Test Voucher" shall mean the admission for taking Huawei Certificate Examination. Each voucher is intended to cover the cost of an individual candidate examinee's examination fee.

"Trademark(s)" shall mean those trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Huawei or any of its Affiliate companies anywhere in the world and which Huawei owns or has the right to use in the Territory.

"Training Kits" shall mean the genuine course related materials that HAINA authorized and provided by Huawei to HAINA as training materials for students.



1.2. Interpretation

- a) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- b) References in this Agreement to articles, recitals, clauses, sections, paragraphs, appendices and schedules are to articles, recitals, clauses, sections, paragraphs, Appendices and Schedules in this Agreement.
- c) All headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
- d) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- e) Except where the context requires otherwise, words in the singular includes the plural and vice versa.

2. SCOPE OF AGREEMENT

- 2.1. During the terms of this agreement, Huawei hereby appoints RAJAMANGALA UNIVERSITY OF TECHNOLOGY PHRA NAKHON (RMUTP), on a non-transferable, non-exclusive and revocable basis, as a HAINA to implement the standard training programs to student in accordance with the terms and conditions set forth in this agreement. For the avoidance of doubt, this agreement shall not constitute a sales agreement or distribution agreement between Huawei and HAINA.
- 2.2. HAINA shall prepare the training environments and equipment and/or simulator to meet the experimental requirements of Huawei's training programs, and only after such preparation is ready, will Huawei grant the certificate and the nameplate to HAINA for Huawei Certified Training Programs.
- 2.3. HAINA shall unconditionally obey Huawei's related policies, management regulations and supplementary regulations, and Huawei reserves the right to revise and interpret above mentioned policies and regulations at its discretion.
- 2.4. Huawei will provide electronic copy of Training Kit and authorize HAINA to print the Training Kit for training courses;
- 2.5. For Test Voucher, HAINA shall purchase from Huawei nominated company.
- 2.6. The HAINA courses are only opened for HAINA's currently enrolled students.

3. AGREEMENT DOCUMENTS

- 3.1. This Agreement shall be consisted of the following contractual documents as amended from time to time as provided herein and in case of any inconsistency, discrepancy or conflict among those contractual documents, the following order of priority shall apply to the extent necessary to resolve the inconsistency, discrepancy or conflict:
 - a) This Agreement Document;





- b) The Annexes;

4. RESPONSIBILITIES AND OBLIGATIONS

- 4.1. HAINA and Huawei shall each appoint a contact person to assume responsibility for the day to day interface and operational performance of work under this Agreement. Both Parties should hold a **quarterly** status meeting.
- 4.2. Responsibilities and Obligations for HAINA
 - a) HAINA shall be solely and exclusively responsible for effecting or securing, if is required by Applicable Law in the Territory, at its own cost, all necessary governmental and regulatory permits, licenses and registrations required in connection with the execution or performance of its obligations under this Agreement in the Territory and providing Huawei with copies of all agreements and other documentation relating thereto upon Huawei's request.
 - b) HAINA's preparation of resources, such as human resources, hardware and equipments and training environment, shall meet Huawei's requirements of related policies and regulations, and HAINA shall guarantee the legality of the related resources it used for authorized training programs. Huawei shall be held harmless for any related legal disputes due to HAINA's infringement in the preparation.
 - c) HAINA shall not act on behalf of or in the name of Huawei or as the exclusive or sole agent or in similar terms unless otherwise authorized by Huawei in writing in advance. HAINA shall ensure student to be aware that HAINA is an independent party who is not empowered to act on behalf of Huawei or bind or represent Huawei in any manner. Therefore, any agreement engaged into by and between a student and HAINA will be considered executed only between HAINA and this student. Any arrangements between HAINA and a student with respect to sale, purchase or service will need to be defined in separate, and specific agreement between HAINA and each student.
 - d) HAINA shall print the Training Kits according to the latest electronic copies provided by Huawei. The Training Kits shall only be printed for authorized training courses, and the number of the Training Kits printed by HAINA shall not exceed the quantities required by training courses.
 - e) HAINA shall fill and retain records of the **Annex 1 [HAINA Registration Form V3.0]** and **Annex 2 [Huawei Authorized Training Report V3.0]**, and **Annex 3 [Satisfaction Survey Form for Huawei Authorized Training V3.0]** truthfully, completely and periodically submitted to Huawei as required. If any information provided by HAINA is fake or fabricated, Huawei shall have the right to unilaterally disqualify HAINA, and terminate this Agreement without bearing any liability.
 - f) The instructors assigned by HAINA for teaching of specific course shall be HCAI certified for the corresponding course, and the certified level of HCAI shall be the same or higher than the level required for the specific course. The training plan, training contents, training implementation, and archiving of training materials of HAINA shall be organized and implemented according to related policies, regulations and guidelines of Huawei.
 - g) HAINA promises to train at least twenty (20) students a year. If HAINA fails to achieve the lowest training target specified in this clause for 12 months, Huawei shall have the right to disqualify the HAINA, and terminate this Agreement without bearing any liability.





- h) HAINA shall respect every student, voluntarily safeguard Huawei's interests and image, and properly handle the relationship with students. HAINA is obliged to correctly introduce Huawei and Huawei's training program to the students, and shall not defame or denigrate Huawei's competitors and their related products in the name of Huawei at any occasions. If HAINA has the above-mentioned behaviors and caused litigation from a related third party, HAINA shall defend, indemnify, and hold Huawei harmless from and against the litigation at its own cost, and bear all the legal responsibilities.
- i) HAINA shall make efforts to maintain a high satisfaction level of training and participation rate of student.
- j) Training quality control

HAINA promise to make efforts to improve the training quality and provide training report **Annex 2 [Huawei Authorized Training Report V3.0]**, and **Annex 3 [Satisfaction Survey Form for Huawei Authorized Training V3.0]** to Huawei regularly.

Based on the feedback information from HAINA and other sources (such as telephone interview and online survey) (see **Annex 3 [Satisfaction Survey Form for Huawei Authorized Training V3.0]**), if HAINA's training quality is unsatisfactory, HAINA shall make remedy within one month (during the month the training activities will be suspended), Huawei will notify HAINA in writing to terminate this Agreement without bearing any liability, if HAINA still cannot reach the target of training quality after the remedy.

For unsatisfactory training quality or complaints from students due to reasons of a specific HCAI, Huawei shall have the right to disqualify the HCAI.

4.3. Responsibilities and Obligations for Huawei

- a) For HAINA's HCAI cultivation, Huawei will bear the cost of training, presentation oral defense and lab examination (including one time make-up examination) for two (2) teachers of HAINA. Other expenses including but not limited to accommodation, traveling, and online examination shall be borne by HAINA.
- b) Huawei shall grant certificate and nameplate to HAINA after HAINA pass Huawei's HAINA certificate evaluation process.
- c) Huawei shall qualify instructors from HAINA if the instructors meet the requirements of HCAI, and grant the HCAI Certificate to the instructors for teaching of authorized training course.
- d) Huawei shall inspect and monitor the training quality of HAINA according to the management regulations for HAINA, and evaluate HAINA's qualifications based on the monitoring results. If HAINA's training quality doesn't meet the requirements, Huawei shall assist HAINA for improvement.
- e) With a one month's prior written notice, Huawei reserves the right to adjust training contents, and training course durations at Huawei's own discretion. HAINA shall implement the new regulations unconditionally.
- f) Huawei shall provide Huawei policies, Management regulations, programs and technical documentation applicable to HAINA. Huawei reserves the rights to unilaterally amend such policies, regulations and programs from time to time.





5. TAXES

- 5.1. All Taxes levied on Huawei or HAINA shall be borne by the respective Party in accordance with the applicable tax law/regulation in the Territory.

6. THE REPRESENTATIONS AND WARRANTIES

- 6.1. Either Party represents and warrants to the other that:
- a) it is a corporation duly incorporated and existing under the laws of the place where it is registered and has full power and authority to enter into this Agreement and to perform its obligations herein contained;
 - b) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind it thereto;
 - c) it shall perform its obligations under this Agreement using all due skill and care and in a manner equivalent to or better than the good industry practices.
- 6.2. HAINA warrants, represents and undertakes that:
- a) the execution and delivery of this Agreement and its performance of the covenants and agreements herein contained are not limited or restricted by and are not in conflict with any provision of its business license, articles of incorporation, articles of association or similar organizational documents, any Applicable Laws or any governmental authorization or approval, any contract, agreement or other instrument to which it is bound and it has received all necessary authorizations, consents and licenses required to enter into this Agreement;
 - b) it shall be solely and exclusively responsible for effecting or securing at HAINA's own cost all necessary authorizations, permits, licenses and registrations (collectively, the "Consents") required by all Applicable Laws in connection with the execution or performance of this Agreement; Without limitation to the generality of the foregoing such Consents shall be obtained from governmental and regulatory bodies; and shall not violate any Applicable Laws, and any other policies or agreements. HAINA acknowledges that Huawei is relying on its compliance with the Applicable Laws legally to grant authorization and no provisions in this Agreement shall cause or be construed to cause Huawei to violate any Applicable Laws;
 - c) there are no actions, suits or proceedings or regulatory investigations pending, or to HAINA's knowledge, threatened against HAINA that might adversely affect the ability of HAINA to meet and carry out its obligations under this Agreement.
 - d) it has disclosed to Huawei all documents issued by any governmental department that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Huawei do not contain any misstatements or omissions of material facts; and
 - e) all information and data it provides to Huawei prior to or following the signing of this Agreement are true, complete and correct in all material respects and are not misleading, and shall be transferred to Huawei strictly in accordance with all Applicable Laws.
 - f) it does not rely on any other representations descriptions, illustrations or specifications contained in any other communications or documents including catalogues or publicity materials produced by Huawei which are not stated expressly in this Agreement.



- 6.3. Any breach of this Article 6.1 and Article 6.2 shall be a material breach of this Agreement.

7. CHANGE MANAGEMENT

- 7.1. Both Parties shall have the right to request or reject changes to the provisions of this Agreement.
- 7.2. For each change, one Party shall provide the other Party with a written offer. Such offer shall contain terms necessary to give effect to the change in question.
- 7.3. Any change shall be valid only if it is made out in writing and signed by the person authorized in writing by each Party. Changes shall not have retroactive effect.

8. TERM AND TERMINATION

8.1. Term

This Agreement shall be valid till 31st December 2020 from the Effective Date (the “Term”), unless terminated earlier in accordance with the provisions of this Agreement. Thereafter, this Agreement shall automatically be renewed for successive one (1) year under the same terms and conditions, unless terminated by either party giving written notice at least ninety (90) days prior to the expiration of this Agreement.

8.2. Termination

- a) This Agreement may be terminated at any time by the mutual written consent.
- b) Either Party (Non-Defaulting Party) may terminate this Agreement immediately by giving written notice to the other Party (Defaulting Party) if the Defaulting Party:
- (i) is in material breach of any term of this Agreement, which shall include but without limitation to, any breach of 2 SCOPE OF AGREEMENT, 4 RESPONSIBILITIES AND OBLIGATIONS, 6 THE REPRESENTATIONS AND WARRANTIES, 10 INTELLECTUAL PROPERTY RIGHTS, 14 COMPLIANCE WITH LAWS;
 - (ii) explicitly refuses to remedy or the breach continues un-remedied;
 - (iii) becomes bankrupt or is the subject of proceedings for liquidation or dissolution on business or becomes unable to pay its debts as they come due;
- c) During the Term, Huawei may terminate this Agreement by written notice to HAINA if:
- (i) ownership or control of HAINA is acquired by a person, firm or company that compete with Huawei, directly or through its Affiliates, or there is any other material change in the ownership of HAINA that Huawei considers to be detrimental to its interests; or
 - (ii) HAINA assigns part or whole of this Agreement to a third party without prior written consent from Huawei.
 - (iii) HAINA's training cannot satisfy Huawei or student's reasonable requirements.
- d) The termination of this Agreement pursuant to Article 8.2 b) and 8.2 c) shall become effective at the date when the notice on the termination is duly given to the



other Party;

- e) Huawei may terminate this Agreement at any time, in its sole discretion, without cause upon giving one hundred and twenty (120) days prior written notice to HAINA.

8.3. Effect of Termination

Upon termination of this Agreement:

- a) HAINA shall cease to hold itself out as a authorized Learning Partner of Huawei,;
- b) HAINA shall return to Huawei all Confidential Information supplied by Huawei which is related to any aspect of the business of Huawei together with all copies thereof or, at the option of Huawei, destroy and confirm in writing the destruction of such Confidential Information;
- c) The termination of this Agreement does not and will not exempt or relieve the Defaulting Party from its obligations and liabilities to the Non-Defaulting Party arising under this Agreement prior to the effective date of termination;

9. CONFIDENTIALITY

9.1 Either Party (the “**Receiving Party**”) shall keep confidential the Confidential Information disclosed by the other Party (the “**Disclosing Party**”) during the Term of this Agreement and for a five (5) years period following the termination of this Agreement; except in respect of Software and trade secrets under Applicable Laws, where such obligations shall be perpetual.

9.2 The Receiving Party shall handle Confidential Information with the same degree of care it applies to its own confidential information, and shall use the Confidential Information of the Disclosing Party only to the extent necessary to fulfill its obligations or exercise its rights under this Agreement.

9.3 The Receiving Party shall restrict disclosure of, and access to, Confidential Information to its Affiliates, employees, agents, advisors, or subcontractors who have a need to know in order for the Receiving Party to perform its obligations or exercise its rights under this Agreement, and who have assumed obligations of confidentiality no less restrictive than those contained herein. The Receiving Party shall be responsible for any breach of this **Article 9 (CONFIDENTIALITY)** by its Affiliates, employees, agents, advisors or subcontractors to whom it has disclosed Confidential Information.

9.4 The provisions in **Article 9 (CONFIDENTIALITY)** shall not apply to any information which the Receiving Party can prove:

- a) is or becomes public knowledge other than by breach of this **Article 9 (CONFIDENTIALITY)**;
- b) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to the Confidential Information disclosed by the Disclosing Party.

9.5 The Receiving Party will be entitled to disclose Confidential Information if such





disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party or an investigation initiated by the regulatory body, or otherwise, provided that the Receiving Party shall:

- a) give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy;
- b) take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
- c) in any event, make such disclosure only to the extent so required.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. HAINA acknowledges and accepts that any and all of the Intellectual Property Rights pertaining to the training of Huawei are and shall remain the property of Huawei or its licensors. HAINA will not during the Term or at any time after the expiration or termination of this Agreement in any way question or dispute the ownership of any such Intellectual Property Rights of Huawei. HAINA also acknowledges that Intellectual Property Rights belonging to Huawei or its licensors can only be used in accordance with the Articles of this Agreement.
- 10.2. Except as otherwise agreed in this Agreement, during the Term Huawei grants HAINA a non-exclusive, revocable, non-transferable and non-sub-licensable right to use, reproduce and copy Huawei Material only to the extent explicitly required for the purpose of delivering training within the Territory in accordance with Huawei's written consent.
- 10.3. HAINA acknowledges and agrees that Trademarks shall be used in accordance with the HUAWEI Trademark Policy available at the following URL address: http://enterprise.huawei.com/en/partners/channel-policy/legal_commercial/legal/index.htm, which is subject to Huawei unilateral change from time to time and is subject to the prior written consent of Huawei. Huawei shall be entitled to inspect training at the premises of HAINA to confirm full compliance with the terms set forth in this Agreement. Upon receipt of written notice from Huawei, HAINA shall immediately cease to use Trademarks provided that Huawei notifies HAINA that there is trademark infringement risk and requires HAINA to cease to use such Trademarks immediately. HAINA shall not use third party's trademark to promote the training without such trademark owner's written permission. In no event shall Huawei be responsible for HAINA's use of third party's trademark to promote the training, and HAINA shall make Huawei harmless from infringement caused by the use of third party's trademark by HAINA.
- 10.4. In no event shall HAINA reverse compile or disassemble Products and/or Software.
- 10.5. HAINA shall not take or assist to take or cause to be taken any action to challenge, contest, impair, invalidate or tend to challenge, contest, impair or invalidate the patents, copyright or Trademarks of Huawei and will not do anything that might prejudice the reputation or promotion of any training. HAINA shall not directly or indirectly apply for registration of any trademarks, trade names, domain names or other signs which contain Huawei's Trademarks, domain names or any part thereof or which may cause confusion with Huawei's Trademarks or domain names. The aforementioned obligations shall survive upon termination and expiry of this Agreement.





- 10.6. HAINA shall take reasonable measures to safeguard Huawei IPRs from any unauthorized use or disclosure provided that in no event will such efforts be less than the degree of care that HAINA exercises in protecting its own IPR.
- 10.7. **Software**
- a) Huawei has the exclusive right, title and interest in Huawei Software;
 - b) Any Software either incorporated in the Products or delivered to HAINA together with the Products shall be governed by the terms and conditions of the Software license included in the relevant Software program ("**Software License**"). Huawei grants HAINA a non-exclusive, irrevocable (subject to full payment), non-transferable (except as below) and non-sub-licensable right to use the Software only to the extent explicitly required for the purpose of resale within the Territory in sole accordance with the terms of the Software License and this Agreement. HAINA shall only supply, or provide service for the Products subject to such Software License;
 - c) Except as otherwise provided in this Agreement or approved in writing by Huawei, HAINA shall not, itself or through any other third party, modify, vary, enhance, copy, reproduce, adapt, disassemble, decompile, translate, sub-lease, license, or otherwise deal with Software or any part of it. HAINA shall not make any copy of the Software except for the sole purpose of back-up and archival;
 - d) HAINA agrees that the Software provided to it by Huawei under this Agreement or any renewals, extensions, expansions, modifications, chargeable upgrades, enhancements or changes thereof, shall, as between the Parties hereto, be treated as Huawei IPR.:
- 10.8. Notwithstanding any other provision in this Agreement and without prejudice to the generality of the other provisions in this Agreement, Huawei shall have the right to seek other remedies available at law and in equity including statutory damages, compensatory damages, loss of goodwill, loss of profits and revenue and loss of income and any other damages resulting from HAINA's breach of the provisions of this **Article 10 (INTELLECTUAL PROPERTY RIGHTS)**.
- 10.9. HAINA shall not modify or change Huawei's training contents into other derived training programs.
- 10.10. HAINA shall not disclose, sell, lease, transfer, share or permit the use of Huawei's training documents (including paper-based documents and e-documents) to any third party in any way, such as reproducing, distributing or publishing the Training Kits for any use other than delivering authorized training to Students.
- 10.11. If HAINA infringe any of Huawei's intellectual property rights Huawei shall reserve the right to unilaterally disqualify HAINA, and reserve the right to take further legal actions. This Agreement will automatically terminate upon the date of Huawei's notice for the disqualification, and Huawei does not bear any liability for breach of contract for unilaterally terminating this Agreement.
- 10.12. HAINA shall notify Huawei promptly of any breach or suspected breach of this Article 10 (**INTELLECTUAL PROPERTY RIGHTS**) and further agrees that it will, at Huawei's request, assist Huawei to protect Huawei's intellectual property rights including pursuing an action against any third parties.

11. FORCE MAJEURE



- 11.1. Delay in or failure of performance by either Party under this Agreement shall not constitute a default or give rise to any claim for damages or penalties if and to the extent that such delay or failure is caused, wholly or in part, directly or indirectly, by Force Majeure Event.
- 11.2. A Party seeking relief from its obligations under this Agreement based on a Force Majeure Event (the “**Affected Party**”) shall, within fifteen (15) days after it becomes aware of such event, give written notice to the other Party (the “**Unaffected Party**”) of the circumstances constituting the Force Majeure Event and shall keep the Unaffected Party informed of the progress in resolving the Force Majeure Event. The Affected Party shall be liable for losses resulting from its failure to give notice which could have otherwise been avoided.
- 11.3. Both Parties shall take all reasonable efforts to minimize the adverse effects of the Force Majeure Event on the performance of its obligations under this Agreement and to resume the performance of such obligations as soon as the Force Majeure Event ceases.
- 11.4. The Affected Party shall be entitled to an extension of time equal to the duration of Force Majeure Event for the performance of the affected obligations.
- 11.5. If the Force Majeure Event continues for more than ninety (90) days, a discussion shall be held between the Parties in order for the obligations of the Parties to be otherwise performed. If the Force Majeure Event continues for more than one hundred and eighty (180) days and/or the Parties have not agreed upon a substitute schedule for performing the obligations, either Party may, upon thirty (30) days’ prior written notice, terminate this Agreement.

12. LIMITATION OF LIABILITY

- 12.1. THE TOTAL LIABILITY OF HUAWEI UNDER THIS AGREEMENT (INCLUDING ITS SUBCONTRACTORS) ON ALL CLAIMS, WHETHER BASED ON CONTRACT, TORT, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, PROPERTY DAMAGE OR OTHERWISE, RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY LIQUIDATED DAMAGES, SHALL NOT EXCEED TEN THOUSAND (10,000) US DOLLARS OR THE AGGREGATE AMOUNT OF RELEVANT PURCHASE ORDERS PAID BY HAINA TO HUAWEI UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY AND IF SUCH DAMAGES RESULT FROM HAINA’S DISTRIBUTION OF PRODUCTS AND/OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES HAINA PAID HUAWEI FOR THE DEFICIENT PRODUCTS AND/OR SERVICES GIVING RISE TO THE LIABILITY. THIS LIMITATION IS CUMULATIVE AND NOT PER-INCIDENT.
- 12.2. EXCEPT FOR OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL HUAWEI BE LIABLE TO HAINA FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, GOODWILL OR ANTICIPATED SAVINGS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF HUAWEI HAS BEEN ADVISED OF THEIR POSSIBILITY THEREOF.

13. EXPORT CONTROL

- a) HAINA shall comply with all applicable export control laws and regulations as well





as United Nations Security Council resolutions and international treaties (for the purposes of this **Article 13**, collectively “**Export Control Laws**”) to which all Training Kits and/or training services supplied by Huawei under this Agreement are subject. HAINA shall take all necessary measures to ensure that the Training Kits and/or training services shall not, directly or indirectly, be resold or transferred to the prohibited End Users or for the prohibited end use by any applicable export control laws and regulations, unless properly authorized by the appropriate government authorities. Compliance with such requirements shall be subject to periodic audits by Huawei.

14. COMPLIANCE WITH LAWS

14.1. In connection with the carrying out its obligations and responsibilities under this Agreement, HAINA represents and warrants the following:

- a) HAINA shall comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, including, without limitation, such laws and regulations related to recycling or take-back programs for packaging, the use of products under telecommunications laws/regulations, and all applicable anti-corruption laws (collectively, the “**Applicable Laws**”);
- b) HAINA shall not take any action or permit or authorize any action which may render Huawei in violation of Applicable Laws;
- c) HAINA, (which for purposes of this Article shall include all of HAINA’s employees, agents, representatives, Affiliates and any person who performs services on behalf of HAINA) agrees with Huawei that it will not, in connection with this Agreement, (or in respect of any other agreement or understanding between HAINA and Huawei), bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage, charitable donations, facilitation payments, and/or political contributions (whether of money or anything of value)) Huawei, any of Huawei’s agents, representatives, Affiliates or persons employed by or acting on behalf of Huawei, any customers or potential customers of Huawei, any public or government officials or employees, public international organizations, political parties, or private individuals or other entities (“**Relevant Party**”);
- d) In no event shall Huawei be obligated under this Agreement to take any action or omit to take any action that Huawei believes, in good faith, would cause it to be in violation of any laws of the Territory identified in this Agreement or the Applicable Laws.
- e) HAINA has not, prior to the date of this Agreement, bribed or attempted to bribe any Relevant Party in order to secure and/or retain any business from Huawei either in connection with this Agreement or otherwise.

14.2. If HAINA discovers that it has or may have violated any of the provisions in this **Article 14 (COMPLIANCE WITH LAWS)**, HAINA shall immediately notify Huawei in writing and cooperate with any investigations by Huawei into such matters.

14.3. Notwithstanding any other provision in this Agreement, Huawei may terminate this Agreement immediately upon written notice if HAINA breaches any of the representations and warranties set forth in this Article 14. HAINA will indemnify and hold harmless Huawei and its directors, officers, employees, agents, Affiliates and subsidiaries against any and all liabilities, losses and expenses, including any fines imposed by any relevant government or regulatory authority and any legal fees, costs





and expenses, which Huawei and its directors, officers, employees, agents and Affiliates and subsidiaries may incur as a result of HAINA's breach of this **Article 14 (COMPLIANCE WITH LAWS)**.

15. GOVERNING LAW AND DISPUTES RESOLUTION

- 15.1. This Agreement shall be governed by and construed in accordance the substantive law of Hong Kong without referring to its conflict rules.
- 15.2. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.
- 15.3. Subject to Article 15.4, all disputes, controversies or claims arising out of or in connection with or in relation to this Agreement of its negotiation, performance, breach, existence or validity, whether contractual or tortious, shall be submitted to the Hong Kong International Arbitration Center (HKIAC) for arbitration, in accordance with the Uncitral Arbitration Rules as in force at the Effective Date of this Agreement. The place of the arbitration proceedings shall be Hong Kong. The arbitration proceedings shall be conducted in the English language. There shall be three (3) arbitrators, one appointed by Huawei, one appointed by HAINA and one appointed by the HKIAC. The award of the arbitration shall be final and binding upon the Parties hereto. The arbitration fee shall be borne by the losing Party.
- 15.4. Either Party may seek from a court with competent jurisdiction any provisional remedy that may be necessary to protect that Party's Intellectual Property Rights, including Confidential Information. Notwithstanding the preceding, the final right of determination of any provisional remedy granted and the dispute shall be resolved and decided in accordance with Article 15.3.
- 15.5. During course of arbitration, both Parties shall continue to perform their respective contractual obligations under this Agreement pending the finalizations of the arbitration or determination by the court, save and except obligations under dispute that are referred to arbitration or the court.

16. MISCELLANEOUS

- 16.1. **Amendment.** No provision of this Agreement shall be binding on either Party unless made in writing and signed by the person authorized in writing by the Parties.. All amendments to this Agreement shall be integral parts of this Agreement.
- 16.2. **Waiver and Accumulation of Remedies.** Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and in the circumstances for which it is given. Any failure to exercise, or any delay in exercising, a right or remedy by either Party shall not constitute a waiver of that right or remedy, or of any other rights or remedies. The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law, in equity or otherwise under this Agreement.
- 16.3. **Severability.** In the event any provision (or part thereof) of this Agreement is held to be unenforceable under Applicable Law, this Agreement shall be construed as if said unenforceable provision (or part thereof) had not been contained herein and such unenforceability shall not affect any other provision of this Agreement; the Parties shall negotiate in good faith to replace the unenforceable provision (or part thereof) with a provision carrying similar commercial effect.



16.4. Assignment and Subcontract.

- a) Except as otherwise provided in this Agreement, neither Huawei nor HAINA may assign, novate, sub-contract or otherwise transfer any of its rights or obligations under this Agreement in whole or in part, or grant, declare, create or dispose of any right or interest in it without the other's prior written consent (such consent not to be unreasonably withheld or delayed);
- b) Huawei shall be entitled to assign, novate, sub-contract or otherwise dispose of or deal with any or all of its rights and/or obligations under this Agreement to any Affiliates or to any third party purchasing substantially the whole of the business to which the Products and/or Services relate provided that it shall give written notification to HAINA of any exercise of its rights under this Article 16.11 (Notice.);
- c) Subject to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assignees.

16.5. Relationship of the Parties. The rights of each Party under this Agreement are not intended to be exclusive in any manner, except as specifically set forth herein. The Parties hereunder shall perform activities hereunder only as independent contractors and neither Party shall be, nor represent itself to be, a joint venture, partner, broker, employee, agent or legal representative of the other for any purpose whatsoever. Further, nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind on the other Party's behalf, implied or otherwise, without prior review and written agreement.

16.6. Languages. Upon execution, this Agreement may be translated into other language, provided, however, that in the event of any discrepancies between the English version and any other version, the English version shall be the original and take precedence in the interpretation of the terms in question. The English language shall be the official language of all correspondence, meetings and dispute resolution between the Parties.

16.7. Survival of Provisions. Any provisions of this Agreement which expressly or by their nature are intended to survive the termination of this Agreement, including Article titled Confidentiality, Intellectual Property Rights, Intellectual Property Rights Indemnification, Limitation of Liability, Termination, Governing Law and Disputes Resolution, Miscellaneous, will continue in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.

16.8. Entire Agreement. This Agreement comprises the entire agreement between the Parties hereto concerning the subject matter herein and replaces any prior or written communications between the Parties, all of which are excluded.

16.9. Security. Each Party agrees that, when employees or agents of the visiting Party are on the premises of the host Party, they will at all times comply with all security regulations in effect. The visiting Party further agrees to abide at all times with off premises security regulations when the visiting Party has under its control Confidential Information of the host Party. Each Party specifically agrees not to disclose to any third Party any information, systems, products, ideas, processes or methods of operation observed at the other Party's facilities, all of which shall be deemed Confidential Information as defined herein.

16.10. Announcements. Neither Party shall without the written consent of the other, issue any press release or make any public announcement with respect to this Agreement and the





transactions contemplated hereby, except as may be required (or made advisable, in the opinion of such Party's counsel) by governmental rule (including applicable stock exchange rules and regulations) and, if so required such Party shall give the other Huawei reasonable opportunity to comment thereof.

16.11. Notice.

- a) Unless otherwise expressly provided in this Agreement, all notices and other communications to be given under or in connection with this Agreement shall be made in writing and delivered by hand delivery, facsimile or pre-paid recorded or registered mail, addressed to the Parties at the addresses designated by them in this Agreement or as subsequently changed by notice duly given;
- b) Either Party may from time to time change the addresses or other contact information by serving written notice to the other Party delivered in accordance with this clause;
- c) Any such notices and other communications shall be deemed to have been duly given:
 - (i) when delivered, if delivered by hand during normal business hours of the recipient;
 - (ii) upon dispatch if sent by facsimile provided that the sending Party shall have obtained electronic or other confirmation of accurate and complete transmission;
 - (iii) on the third (3rd) Business Day after being sent by pre-paid recorded or registered mail.





Huawei

For the attention of: [insert position]
Address: [insert address]
Fax number: [insert number]

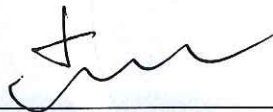
HAINA

For the attention of: [insert position]
Address: [insert address]
Fax number: [insert number]

16.12. URLs. HAINA hereby confirms that it has the ability to access, has accessed, has read and agreed to, the information made available by Huawei at all of the world wide web sites/URLs/addresses/pages referred to anywhere throughout this Agreement. HAINA acknowledges that Huawei may modify any URL address or terminate the availability of any information at any address without notice to HAINA.

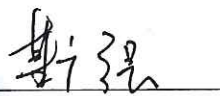
IN WITNESS WHEREOF, this Agreement has been duly signed by the Parties hereto, in duplicate, each of which will be deemed to be an original, on the day written above.

HUAWEI:

Authorized signature: 

Name: Meng Qiang

Title: Enterprise Business President
Huawei Technologies (Thailand) Co., Ltd

Authorized signature: 

Name: Dong Guangqiang

Title: Commercial Manager

HAINA: _____

Authorized signature: 

Name: Assoc.Prof.Supatra Kosaiyakanont

Title: President of RMUTP



HAINA Registration Form

I. Organization Registration Form

In the event of a change to the University name, legal address, the changing party shall submit a change notification at least 30 days in advance.

Organization Registration Form			
University name			
address			
Tel.		Fax	
Postcode		Website address	
Management Team			
	Name	Mobile Phone	Email Address
Legal Manager			
Project Manager			
Teaching Manager			
Other			

II. Registration Form for Authorize certification type and HCAI planning

Please fill the authorize certification type: _____ (eg, HCNA-R&S)

Registration Form for HCAI				
Information about the instructor applying for registration				
Name	Phone	Mail	Registered Course	Remarks

Applicant Signature

Date:



HAINA Registration Form

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In the event of a change to the University name, legal address, the changing party shall submit a change notification at least 30 days in advance.

Organization Registration Form			
University name			
address			
Tel.		Fax	
Postcode		Website address	
Management Team			
	Name	Mobile Phone	Email Address
Legal Manager			
Project Manager			
Teaching Manager			
Other			

II. Registration Form for Authorize certification type and HCAI planning

Please fill the authorize certification type: _____ (eg, HCNA-R&S)

Registration Form for HCAI				
Information about the instructor applying for registration				
Name	Phone	Mail	Registered Course	Remarks

Applicant Signature

Date:





Student Satisfaction Statistics Form

Inspector	Training Course		Number of Students in Training										Average Overall			
	Class Code	Inspect Date	Instructor 1::xxxx					Instructor 2::xxxxx						Average of Training		
No	Training Contents				Training Material			Product Expertise			Patience & Responsibility			Training Arrangement		
	Usefulness for Work	Training Effect	Gain on Hand-on Practice	Training Preparation	Logicity	Practicability	Quality	Product Expertise	Teaching Techniques	Patience & Responsibility	Product Expertise	Teaching Techniques	Patience & Responsibility	Service before training like consulting, registration etc.	Logistics services during the training	
1	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
2	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
3	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																
Average	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	
Training Contents													Average of Instructor 1	5.00	Average of Instructor 2	5.00
Training Material													Training Arrangement		5.00	

Training Contents	5.00
Training Material	5.00
Instructor	5.00
Training Arrangement	5.00
Average Overall	5.00

Remarks:





Dear Student:

Our goal is to ensure that you as our customer are satisfied with our services. In order to continually improve our training we need your feedback. We would be grateful if you would kindly spare a few minutes of your time to complete the questionnaire below. Please rate the following statements. Thank you very much!

General	Very satisfied	Satisfied	Normal	Unsatisfied	Very unsatisfied	
1. Overall Satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
Training Contents	Very satisfied	Satisfied	Normal	Unsatisfied	Very unsatisfied	
2. Applicability in work place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Aim of principle and product lectures was attained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4 Aim of hands-on practice was attained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.Training preparations (Equipment, Environment)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
Training Manual	Very satisfied	Satisfied	Normal	Unsatisfied	Very unsatisfied	
6. Overall quality of training materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Quality of practice/lab guide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Quality of training manual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
Training Instructors	Instructor1		Instructor2		Instructor3	
9. Product expertise	Excellent <input type="checkbox"/>	→ <input type="checkbox"/>	bad <input type="checkbox"/>	Excellent <input type="checkbox"/>	→ <input type="checkbox"/>	bad <input type="checkbox"/>
10. Teaching techniques	Excellent <input type="checkbox"/>	→ <input type="checkbox"/>	bad <input type="checkbox"/>	Excellent <input type="checkbox"/>	→ <input type="checkbox"/>	bad <input type="checkbox"/>
11. Patience and responsiveness	Excellent <input type="checkbox"/>	→ <input type="checkbox"/>	bad <input type="checkbox"/>	Excellent <input type="checkbox"/>	→ <input type="checkbox"/>	bad <input type="checkbox"/>
Comments:						
Training Arrangement	Very satisfied	Satisfied	Normal	Unsatisfied	Very unsatisfied	
12.Service before training like consulting, registration etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.Logistics services during the training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						

University Name: _____ Your Name: _____



HAINA Registration Form

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University name			
address			
Tel.		Fax	
Postcode		Website address	
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Other			

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