

天波应用市场收费应用 合作协议

**Telepower Communication Co., Ltd.
&
Cooperation Agreement for Paid
Applications of APP Store**

甲方/Party A: 广东天波信息技术股份有限公司/ Telepower Communication Co., Ltd.

通讯地址/Address:

联系人/Contact:

电子邮件/Email:

电话/Phone:

乙方/Party B: _____

通讯地址/Address:

联系人/Contact:

电子邮件/Email:

电话/Phone:

鉴于:

Whereas:

【广东天波信息技术股份有限公司】是一家根据【中华人民共和国】法律成立的公司（以下简称“天波”）。

Telepower Communication Co., Ltd. is a company established according to the laws of the People's Republic of China. (Hereinafter referred to as "Telpo")

【XXXXXX】

根据具体情况，天波及 XXXX 可统称为“双方”或者分别成为“一方”、“另一方”。

经甲乙双方友好协商，在平等自愿的前提下，本着互惠互利的原则达成以下协议，以资共同遵守：

According to the specific condition, Telpo and XXXXXX can be collectively referred to as "two parties" or "one-party" and "the other party" respectively. In the context of equity and free will, through friendly consultation and in the principle of mutual benefits, it is hereby agreed as follows:

第一条 协议期限

Article 1: Term of Agreement

有效期: 本协议自双方签章之日起生效且长期有效, 直至双方以书面方式达成新的协议。

This agreement will take effect from the date of signature by both parties and will be valid for a long time until the two parties reach a new agreement in writing.

第二条 合作内容

Article 2: Cooperation Content

1. 合作区域/ Cooperation Area :

2. 合作产品/ Cooperation Product:

3. 双方互相提供双方产品的合作价格及其他合作优惠条款。相应产品及条款内容见附件: 《合作产品及价格政策》。

3. The two parties shall provide each other with the cooperation prices and other cooperation preferential terms for both products. The corresponding products and terms are listed in the attachment "Cooperation Products and Price Policy".

第三条 销售价格

Article3: Sales Price

1. 销售价格: 以双方通过邮件或书面确认的采购及销售价格表为准。

1. The sales price shall be subject to the purchase and sales price list confirmed by both parties via email or written.

2. 价格调整: 由双方共同协商, 并出具书面通知, 双方按照约定的价格及调整日期执行。新价格政策双方确认后盖章生效, 原价格政策作废。无论调高或调低产品价格, 对双方已提货部分公司不再追索。

2. In terms of price adjustment, both parties shall negotiate jointly and issue a written notice. Both parties shall implement the agreed price and adjustment date. Once the new price policy is confirmed by both parties with signature and seal, the original price policy will be invalidated. Regardless of raising or lowering the price of the product, there will be no accountability for the companies that have already picked up the goods.

第四条 甲方的权利与义务

Article 4: Party A's Rights and Duties

1. 甲方保证，甲方是应用平台的运营者，仅提供中立的平台服务，未经乙方同意不得对乙方软件产品进行任何内容或形式的修改。

1. Party A shall guarantee that it is merely the operator of the application platform and only provides neutral platform services. It would not modify Party B's software in any content or form without Party B's consent.
2. 甲方有权在产品制作、宣传过程中使用乙方上述软件产品的商标、名称或其他相关文字、图形及标志等知识产权。

2. Party A has the right to use the trademark, name, or other related texts, graphics and logos, and other intellectual property rights of Party B's software in the process of product production and promotion.
3. 甲方有义务在发现有人侵犯了乙方软件时进行阻止，并有义务向乙方提供第三方侵权乙方版权的证据。

3. Party A is obliged to prevent any infringement of Party B's software and provide Party B with evidence of third-party infringement of Party B's copyright.
4. 甲方有义务在与乙方软件有关的文件、通知、产品包装或宣传材料中声明本软件开发单位及版权拥有者为乙方。

4. Party A is obliged to declare that the software developer and copyright owner belong to Party B in any documents, notices, product packaging, or promotional materials related to Party B's software.
5. 若乙方购买甲方硬件产品，甲方有义务为最终用户提供产品售后服务。

5. If Party B purchases Party A's hardware products, Party A is obliged to provide after-sales service to the end-user.
6. 甲方有义务为乙方提供相应的售前支撑服务。

6. Party A is obliged to provide Party B with corresponding pre-sale support services.
7. 甲方保证，甲方硬件产品遵守欧盟经济区当地法律规定（尤其是《通用数据保护条例》），对于来自欧洲经济区的用户，甲方仅向公司、企业及其他组织等法人或非法人实体提供硬件服务及收集相关机构数据，不主动收集、存储个人用户数据（甲方客户利用甲方产品收集、存储个人数据的，不视为甲方行为）。

7. Party A shall guarantee that Party A's hardware products comply with the local laws and regulations of the European Economic Area (especially the General Data Protection Regulation). For users from the European

Economic Area, Party A will only provide hardware services and collect data from related institutions to the legal entities and body incorporate include companies, enterprises, and other organizations, and won't actively collect and store individual user data (If Party A's customers use Party A's product to collect and store personal data, it shall not be regarded as Party A's behavior).

8. 甲方保证，乙方通过甲方分发平台及相关服务所收集、保存、上传、下载、分发、加工、使用以及通过其他方式处理的数据，以及利用甲方可能配置的备份工具备份的数据均为乙方的业务数据，甲方不进行任何未经授权的收集、保存、使用及对外提供，但以下情况除外：

8. Party A shall guarantee that the data collected, saved, uploaded, downloaded, distributed, processed, used, and processed by other methods by Party B through Party A's distribution platform and related services, as well as the data backed up by backup tools that may be configured by Party A, are all belong to Party B's business data. Party A shall not make any unauthorized collection, storage, use, or external provision, with the following exceptions:

- (1) 遵守法律法规的要求；
- (1) Comply with the requirements of laws and regulations
- (2) 配合国家有权机关依法查阅、调阅的业务数据；
- (2) Cooperate with the state authority to consult and read business data following the law
- (3) 为了解决甲、乙双方或涉及用户等第三方发生的争议；
- (3) To resolve disputes between two parties or any third parties involved users.
- (4) 为了履行双方之间的协议；
- (4) To fulfill the agreement between the two parties
- (5) 双方另行协商一致的其他情况。
- (5) Other conditions agreed upon by both parties through consultation

第五条 乙方的权利与义务

Article5: Party's Rights and Duties

1. 乙方保证，提供的软件产品符合欧盟经济区的法律法规，已经具有相关的合法资质或获得了有关政府部门的许可或批准，不侵犯任何第三方的知识产权等合法权益；

1. Party B shall guarantee that the provided software is complied with the laws and regulations of the European Economic Area, obtained relevant legal qualifications or permission or approval of related government departments, and will not infringe the legal rights and interests of any third party's intellectual property rights.
2. 乙方保证，提供的软件产品符合相关法律、技术规范、标准，保证软件及服务的安全、稳定运行。
2. Party B shall guarantee that the provided software complies with relevant laws, technical specifications, and standards, and ensure the safe and stable operation of the software and services.
3. 乙方保证，提供的软件及服务中的相关信息、内容（包括但不限于留言、消息、名称等）不违反相关法律、法规、政策的规定以及公序良俗等，也不会侵犯任何人的合法权益，否则，乙方应及时采取整改、删除、断开链接或其他有效措施。
3. Party B shall guarantee that the relevant information and content (include but not limited to messages, news, names, etc.) provided by the software and services will not violate relevant laws, regulations, policies, public order, and good customs, and will not infringe anyone's legal rights. Otherwise, Party B shall take rectification, deletion, disconnection, or other effective measures timely.
4. 乙方保证，收集软件及服务使用者的数据应遵守合法、正当、必要原则，取得用户充分有效同意，并尊重其选择权。如乙方在手机、保存、处理、使用客户业务数据等行为违反法律、侵犯他人的肖像权、隐私权、个人信息、商业秘密或其他合法权益，给国家、社会或他人造成损害，乙方应自行承担全部责任。如因乙方上述行为给甲方造成损失的，甲方有权向乙方追责。
4. Party B shall guarantee that the collection of software and service users' data is abided by the principles of lawfulness, fairness, and necessity, and gain the users' sufficient and effective consent and respect for their choice. If Party B collects, stores, processes and uses customer business data and other behaviors violate the law, infringe upon portrait rights, privacy rights, personal information, trade secrets, or other legitimate rights and interests, and even cause damages to the country, society or others, Party B shall take the full responsibility. If Party A has any losses due to the above behaviors of Party B, Party A shall have the right to hold Party B accountable.
5. 乙方保证，已配备相应的用户服务协议、隐私政策并显著标明软件开发者信息等，确保最终用户能以法律要求的展现方式看到前述信息。
5. Party B shall guarantee that it has provided the corresponding user service agreement, privacy policy, and mark the software developer's information, etc., to ensure the end-user can see the above-mentioned information in the presentation required by law.

6. 乙方保证，遵守其他法律法规、技术规范、标准及甲方平台规则的要求。

6. Party B shall guarantee that it will comply with the requirements of other laws, regulations, technical specifications, standards, and Party A's platform rules.

7. 乙方保证，按照甲方需求，按时按量提供甲方所需的软件商品及相关授权。

7. Party B shall guarantee that it will provide the software and related authorizations required by Party A timely and sufficiently following Party A's needs.

8. 乙方保证，甲方所购软件具有合法版权，并有责任出示一切相关的证明材料给甲方，如发生版权及相关所有事宜纠纷等，乙方负全部责任，并对甲方因此而受到的损失予以全额赔偿。

8. Party B shall guarantee that the software purchased by Party A has legal copyright and is responsible for presenting all relevant certification materials to Party A. In case of disputes over copyright and all related matters, Party B shall take full responsibility and fully compensate Party A with the loss caused by damage.

9. 乙方保证，本协议规定的软件为质量合格品，如确系乙方产品本身质量发生问题，乙方有责任免费更换，若不能及时更换，乙方负责退还质量有关问题软件产品的全部货款。正常情况（质量无问题），乙方对甲方订购的产品不承担退货、调货的义务。

9. Party B shall guarantee that the software specified in this agreement is of quality. If there is any quality problem, Party B is responsible for a free replacement. If it cannot be replaced in time, Party B is responsible for refunding the total amount for the inferior quality software. Under normal circumstances (well quality), Party B shall not be liable for the return or exchange of the software ordered by Party A.

10. 乙方负责，自软件产品销售起，提供___年软件产品的质保及维护服务，并向最终用户提供软件的售后服务。

10. Party B is responsible for providing ___ years of software warranty and maintenance services once the software is sold, and providing software after-sales service to end-users.

11. 乙方有义务为甲方提供技术支撑。

11. Party B is obliged to provide technical support to Party A.

第六条 知识产权

Article 6: Intellectual Property

1. 双方均承诺各自提供的产品、品牌及其相关的任何知识产权不侵犯任何第三方的合法权益。

1. Both parties shall promise that their respective products, brands, and any related intellectual property rights will not infringe the legitimate rights and interests of any third party.
2. 双方因履行本协议约定义务而被授权接触或使用对方之商标、专利、著作权或任何其他相关资料涉及的任何专有权均不视为转移上述权利的所有权，上述权利的所有权应属于提供方。
2. Both parties are authorized to access or use each other's trademarks, patents, copyrights, or any other related materials merely due to the performance of the obligations stipulated in this agreement. The patent rights shall remain with the provider.
3. 除本协议规定之工作所需外, 未经对方事先同意, 任何一方不得擅自使用、复制对方的商标、标志、商业信息、技术及其他物料。任何一方从对方获得的知识产权授权许可均不得用于超出本协议约定的目的和范围以外的其他用途。
3. Besides the work required by the agreement, neither party is allowed to use or copy the other party's trademarks, logos, commercial information, technology, and other materials without the other party's prior consent. The intellectual property license obtained from the other party shall not be used for other purposes beyond the purpose and scope stipulated in this agreement.
4. 甲乙双方各自对其商品及渠道享有专有权利，未经明确授权，任何一方不得更改、演绎、拆分、反解对方的技术和程序或以其它任何方式进行可能损害对方专有权利的行为。
4. Party A and Party B have exclusive rights to their products and channels. Without clear authorization, neither party could change, interpret, disassemble, or dissolve the other party's technology and procedure, or proceed in any other way that may damage the other party's exclusive rights.

第七条 保密协议

Article 7: Confidentiality Agreement

1. 未经对方书面许可或本协议另有约定，任何一方不得向与履行本协议无关的第三方（有关法律、法规、政府部门、证券交易所或其它监管机构要求除外）泄露本协议的条款的任何内容以及本协议的签订及履行情况，以及通过签订和履行本协议而获知的对方及对方关联公司的任何信息。但为本协议履行之需任何一方可向其法律、会计、商业及其它顾问、授权雇员披露前述信息，授权代表应同意承担与本协议中所规定的保密义务相同或更严格的保密义务。

1. Without the written permission of the other party or otherwise agreed in this agreement, each party shall not disclose any content of the terms of this agreement, performance, and any obtained information of the other party and its affiliated companies to the unrelated third party (except for the requirements of relevant laws, regulations, government departments, stock exchanges or other regulatory agencies). To fulfill this agreement, the party can inform the above-mentioned information to its legal, accounting, commercial, consultants, and authorized employees, and the authorized representative shall agree to take the same or stricter confidentiality obligations as stipulated in this agreement.

2. 不论本协议因任何原因终止或不再履行，甲乙双方仍须遵守上述保密义务，直至对方书面解除此项义务，或该商业秘密已成为业内公知信息，事实上不会因违反本协议的保密条款而给对方造成任何形式的损害时为止。

2. Whether this agreement is terminated or no longer performed for any reason, both parties must abide by the above-mentioned confidentiality obligations until the other party relieves the obligation in writing, or the trade secret has become publicly known information in the industry and there will be no damage to the other party due to the breach of the confidentiality provisions of this agreement.

3. 未经对方事先书面许可，任何一方均不得就本协议发表任何公开声明。

3. Without the prior written permission of the other party, neither party shall make any public statement regarding this agreement.

4. 上述保密条款的规定不因本协议中止、终止或解除而失效。

4. The confidentiality provision shall not be invalid due to the suspension, termination, or cancellation of this agreement.

第八条 违约责任

Article8: Liability for Breach of Contract

1. 协议双方任何一方违反本协议约定的，另外一方有权要求违约方按约定履行本协议并有权要求违约方赔偿因违约给对方造成的所有损失。

1. If either party breach of agreement, the other party has the right to require the breaching party to perform this agreement as agreed and compensate for all losses caused by the breach.

2.甲乙双方均应正当行使权利，履行义务，保证本协议的顺利履行。任何一方没有充分、及时履行义务的，应当承担违约责任；经另一方书面通知，在收到通知后 10 个工作日内仍未纠正的，守约一方有权提前终止协议；如给其他方造成损失的，应赔偿其他方由此所遭受的直接损失。

2. Both parties shall properly exercise rights, perform obligations, and ensure the smooth performance of this agreement. If any party fails to perform its obligations fully and timely, it shall be liable for breach of contract. If the other party is notified in writing and does not make the correction within 10 working days after receiving the notification, the observant party has the right to terminate the agreement in advance. If losses are caused to the other parties, the breaching party shall compensate for the direct losses suffered thereby.

3. 除法律规定的终止情况外，若发生下列情况之一，本协议将终止：

3. In addition to the termination provided by law, this agreement will also be terminated if one of the following happens:

1) 任何一方拥有的相关从业资格被政府行政部门取消或注销；

1) The relevant professional qualification owned by either party is canceled or canceled by the government administrative department

2) 任何一方违反其各自在本协议中所做的陈述与保证（对方享有单方终止权）；

2) Either party beach its respective statement and pledge made in this agreement (the other party has the right to unilaterally terminate)

3) 本协议的任何一方进入、或被其他第三方申请进入破产或清算程序；

3) Either party enters or is applied for by other third parties to enter bankruptcy or liquidation process

4) 在本协议有效期内，一方希望终止合作并与对方协商，在双方均认可后，双方签字盖章书面的终止协议。

4) During the validity period of this agreement, one party hopes to terminate the cooperation and negotiate with the other party. After both parties agree, both parties shall sign and seal the written termination agreement.

4. 本协议无论因何种原因终止，双方均应按照本条约定，在协议终止后拾（__10__）个工作日内就未结算的实际收入完成结算。

4. Regardless of the reason for the termination of this agreement, both parties shall complete the settlement of the unsettled actual income within ten working days after the termination of the agreement following the agreement.

第九条 法律适用及争议解决

Article 9: Application of Law and Dispute Resolution

1. 本协议的签署、效力、解释、执行以及争议之解决均适用中华人民共和国法律。

1. The signature, validity, interpretation, execution, and dispute resolution of this agreement apply to the laws of the People's Republic of China.

2. 本协议双方因本协议的订立、效力、履行和解释等发生的任何争议，应通过友好协商加以解决。不能协商解决的，任何一方有权将争议提交甲方所在地人民法院管辖。诉讼费用、律师费及担保公司担保费，由败诉一方承担。

2. Any dispute between the parties caused by the conclusion, validity, performance, and interpretation of this agreement shall be resolved through friendly negotiation. If no settlement can be reached through negotiation, either party shall have the right to submit the dispute to the jurisdiction of the people's court where Party A is located. Litigation costs, attorney fees, and guarantee company guarantee fees shall be borne by the losing party.

第十条 双方的陈述与保证

Article 10: Statement and Warranty of Both Parties

双方互相向对方声明、陈述和保证如下：

The two parties shall mutually make a declaration, statement, and warranty to each other as follows:

1) 其是合法设立并有效存续的独立法人；

1) It is the legal established and effectively sustains independent legal entity

2) 其有资格从事本协议项下之合作，而该合作符合其经营范围之规定；

2) It is qualified to engage in the cooperation under this agreement, which conforms to its business scope

3) 其授权代表已获得充分授权可代表其签署本协议；

3) Its authorized representative has been fully authorized to sign this agreement on its behalf

4) 其有能力履行其于本协议项下之义务；并且该等履行义务的行为不违反任何对其有约束力的法律文件的限制。

4) It can perform its obligations under this agreement, and will not violate any restrictions on any binding legal documents

第十一条 不可抗力

Article 11: Force Majeure

不可抗力是指双方不能合理控制、不可预见或即使预见亦无法避免的事件，该事件妨碍、影响或延误任何一方根据协议履行其全部或部分义务。协议双方中的任何一方，由于战争或严重的水灾、火灾，台风和地震等自然灾害事件或国家政策因素或其它不可预见、不可避免、不可克服的事件，以及双方同意的可作为不可抗力的其它事故而影响协议执行时，则延长履行协议的期限，延长的期限相当于事故所影响的时间。鉴于互联网之特殊性质，不可抗力亦包括下列影响互联网正常运行之情形：

Force majeure refers to the event that both parties cannot reasonably control, foresee or avoid even if foreseen, which will prevent, affect or delay any party's performance of all or part of its obligations following the agreement. Either party to the agreement, due to natural disasters include war or severe floods, fires, typhoons and earthquakes, or national policy factors or other unforeseeable, inevitable and insurmountable events, and other accidents treated as force majeure agreed by both parties, shall extend the term of performance of the agreement that equivalent to the time affected by the accident. Given the special nature of the Internet, force majeure also includes the following situations that affect the normal operation of the Internet:

- 1) 黑客攻击；
- 1) Hacker attack
- 2) 电信部门技术调整导致之重大影响；
- 2) Significant impact caused by technical adjustments of telecommunication technology branch
- 3) 因政府管制而造成之暂时关闭；
- 3) Temporary closure due to government control
- 4) 病毒侵袭。
- 4) Virus attack

出现不可抗力事件时，知情方应及时、充分地向对方以书面形式发通知，并告知对方该类事件对本协议可能产生的影响，并应当在合理期限内提供相关证明。

When the force majeure event happens, the relative party shall promptly and fully notify the other party in written form, and inform the possible impact of this agreement, and provide relevant certification within a reasonable time limit.

由于以上所述不可抗力事件致使协议的部分或全部不能履行或延迟履行，则双方于彼此间不承担任何违

约责任。

Due to the above-mentioned force majeure events that cause part or all of the agreement to be unable to perform or to delay performance, the parties shall not bear any liability for breach of contract between each other.

第十二条 利益冲突

Article 12: Conflicts of Interest

除履行本协议相关权责外，任一方不得向对方或对方关联企业之员工、顾问提供财物或其他利益。一经发现，均视为该方进行不正当商业行为，另一方有权随时单方提前终止本协议而无需承担任何责任，该方应赔偿对方因此遭受的全部损失。

Except for fulfilling the relevant rights and responsibilities of this agreement, either party shall not provide property or other benefits to the employees or consultants of the other party or its affiliates. Once discovered, it shall be deemed that the party has engaged in improper business conduct, and the other party shall have the right to unilaterally terminate this agreement in advance at any time without any liability, and the party shall compensate the other party for all losses suffered thereby.

第十三条 通知

Article 13: Notification

除非事先以书面通知更改，所有通知及相关事宜确认，双方均通过企业邮箱来确认。上述通讯信息如有变动，变动一方应提前 10 个工作日通过企业电子邮件方式通知对方；否则，因未通知而给对方造成损失的，应负责赔偿。

Unless the change is written notice in advance, all notifications and related matters shall be confirmed by both parties through the corporate email. If there is any change in the above-mentioned communication information, the changing party shall notify the other party via corporate email 10 working days in advance. Otherwise, if the other party causes losses due to failure to give notice, the changing party shall be responsible for compensation.

第十四条 其他

Article 14: Other

1. 未经对方事先书面同意，任何一方不得将本协议项下的任何权利或义务全部或部分转让、分包或委托给任何第三方，否则守约方有权随时提前终止本协议并追究违约方的违约责任。

1. Without the prior written consent of the other party, either party shall not fully or partly transfer, subcontract, or entrust any rights or obligations under this agreement to any third party. Otherwise, the observant party shall have the right to terminate this agreement in advance and pursue breach of contract at any time.

2. 本协议包含各方在此之前所达成的所有口头或书面协议、声明、陈述、谅解、谈判及讨论全部废止，本协议另有明确说明的除外。

2. This agreement contains all oral or written agreements, declarations, statements, understanding, negotiations, and discussions reached by both parties before are no longer valid, unless otherwise expressly stated in this agreement.

3. 本协议未尽事宜由双方友好协商后，以书面形式加以补充。本协议的注解、附件、补充协议为本协议组成部分，与本协议具有同等法律效力。

3. The unaccomplished matters shall be supplemented in written form at this agreement after friendly negotiation between the two parties. The annotation, attachment, and supplementary agreement all belong to the component of this agreement and have the same legal effect as this agreement.

4. 本协议任何标题仅作为参考，不影响本协议的含义及其解释。

4. Any title of this agreement is for reference only, and does not affect the meaning and interpretation of this agreement.

5. 本协议不产生代理权，任何一方不能向第三方代表另一方；若由此致使另一方受损，则越权的一方须承担赔偿责任和法律责任。

5. This agreement will not generate agency rights, and neither party can represent the other party to a third party. If one party suffers damage caused by that behavior, the unauthorized party shall bear the compensation and legal liabilities.

6. 如有关欧盟机构用户的特别规定与天波发布的协议、服务规则、政策、须知等内容不一致，欧盟机构用户优先适用特别规定。

6. If the special regulations for EU institution users are inconsistent with the contents of the agreements, service

rules, policies, instructions, etc. released by Telpo, users of EU institutions shall have priority to apply the special regulations.

7. 本合同中、英两种文字具有同等法律效力，在文字解释上如有异议，则以中文解释为准。

7. The Chinese and English languages of this contract have the same legal effect. If there is any objection to the interpretation of the text, the Chinese interpretation shall prevail.

本协议一式贰份（2）份，甲方和乙方各执壹（1）份；

There are two copies of this agreement, and Party A and Party B shall each hold one copy.

（本页以下无正文，为签署页）

[No text but signature page follows]

协议由以下各方于__年__月__日在_____签署:

The agreement is signed by both parties on _____(Date:

甲方（盖章）/Party A(stamp):

签署人/ Signed by:

职务/ Title:

日期/ Date:

乙方（盖章）/Distributor (stamp):

签署人/ Signed by:

职务/ Title:

日期/ Date: