

**BEFORE YOU CLICK "ACCEPT", CAREFULLY READ THE TERMS AND CONDITIONS OF THIS RIDER.  
BY CLICKING "ACCEPT", YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS RIDER.  
IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS RIDER, DO NOT CLICK "ACCEPT" AND YOU WILL NOT BE  
AUTHORIZED TO PURCHASE CLOUD SERVICES IN THIS MANNER**

## **GOOGLE CLOUD PLATFORM (GCP) PRODUCT(S) RIDER**

THIS GOOGLE CLOUD PLATFORM PRODUCT RIDER ("**Rider**") is between TD SYNEX legal entity accepting the order ("**Distributor**") and THE PARTY AGREEING TO THIS RIDER ("**Indirect Reseller**") (each a "**Party**" and collectively the "**Parties**") is effective as of the date of electronic acceptance of this Rider (the "**Effective Date**").

If Indirect Reseller has previously accepted Distributor's Google G-Suite or Google Workspace Product Rider(s), that rider shall expire and superseded by this Rider.

### **RECITAL**

Google has authorized Distributor to distribute the certain Products and Services to Indirect Resellers pursuant to the terms and conditions of the Google Partner Program ("**Program**"). In order to satisfy Google's distribution requirements, the Parties are hereby entering into this Rider. This Rider applies to all sales by Distributor of Google Product(s) listed in the Google Product Schedule(s) attached as Exhibit A and B (the "**Google Product Schedule(s)**") through Distributor's different platforms for Cloud products such as StreamOne Cloud Marketplace (SCM) platform, StreamOne Enterprise or StreamOne Ion ("**Marketplace**").

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained in this Rider and other good and valuable consideration, the Parties agree as follows:

### **AGREEMENT**

**PLACING AN ORDER. PLEASE FOLLOW THE ONSCREEN PROMPTS TO PLACE AN ORDER. EACH ORDER IS AN OFFER BY INDIRECT RESELLER TO BUY THE PRODUCTS SPECIFIED IN THE ORDER SUBJECT TO THIS RIDER AND THE TERMS AND CONDITIONS.**

**ANY ELEMENT OF AN ORDER SHALL ONLY BE DEEMED TO BE ACCEPTED AT THE EARLIEST OF DESPATCH OF THOSE PARTICULAR PRODUCTS. ON RECEIPT OF AN ORDER VIA MARKETPLACE, DISTRIBUTOR MAY SEND THE INDIRECT RESELLER AN ORDER ACKNOWLEDGEMENT EMAIL DETAILING THE ORDER. THIS EMAIL IS NOT ACCEPTANCE OF THE ORDER BY DISTRIBUTOR AND DISTRIBUTOR MAY REFUSE TO ACCEPT ANY ORDER. NO ELEMENTS OF AN ORDER PLACED ON MARKETPLACE SHALL BECOME A CONTRACT, OR OTHERWISE BINDING ON DISTRIBUTOR UNTIL THE DESPATCH OF THOSE PARTICULAR PRODUCTS AT WHICH POINT, AND ON WHICH DATE, THE CONTRACT SHALL COME INTO EXISTENCE.**

### **TERMS**

1. **APPOINTMENT.** Subject to the terms of this Rider, Distributor appoints and authorizes Indirect Reseller as an independent, non-exclusive reseller of the Product(s) for: (a) resale or supply to Customers in the Territory; or (b) for use by Indirect Reseller (including its Affiliates) for their own internal business purposes, provided that such Indirect Resellers at all times also maintain other Customers (in addition to themselves and their Affiliates), in which case such Indirect Resellers (and their Affiliates) will also be considered "Customers" under this Rider and their use of the applicable Product(s) will be subject to their compliance with the terms of this Rider.
2. **RIDER TERMS.** The term of this Rider shall commence on the Effective Date and, unless terminated by either Party as set forth herein, shall remain in full force and effect for a term of one (1) year, and will be automatically renew for successive one (1) year terms until terminated by either Party.
3. **EXISTING TERMS.** Indirect Reseller's purchases of the Product(s) are subject to this Rider and Distributor's Terms and Conditions of Sale (the "**Terms and Conditions**") stated on Distributor's website (<https://eu.tdsynnex.com/terms-conditions> and <https://eu.tdsynnex.com/country-specific-terms-of-sale>) and on invoices issued by Distributor, incorporated herein by reference. In the event of a conflict between the terms of this Rider and the Terms and Conditions, this Rider shall take precedence over with respect to the sale of the Product(s).
4. **INDIRECT RESELLER'S OBLIGATIONS.**
  - a. **Customer Agreement.** Indirect Reseller shall enter into a Customer Agreement with its Customer pursuant to the terms and conditions of this Rider.
  - b. **Compliance with Laws.** Indirect Reseller will comply with, and will not attempt to cause a violation of, all applicable laws, rules and regulations.
  - c. **Inconsistent Representation or Warranty.** Indirect Reseller will not make any representation or warranty which are, or enter into any agreement which is, inconsistent with materials regarding the Product(s).
  - d. **Misleading Statements.** If Indirect Reseller offers commitments or remedies, or both, financial or otherwise, that are contrary to or absent from the Google URL Terms, then Indirect Reseller is solely liable for all additional commitments or remedies. Indirect Reseller will not make any unauthorized, false, misleading, or illegal statements regarding the Product(s).
  - e. **Disclaimers.** Indirect Reseller will disclaim, to the extent permitted by applicable law, all warranties with respect to the Product(s), including without limitation, warranties for merchantability, fitness for a particular purpose, and non-infringement;

and disclaims Google's liability for any damages, whether direct, indirect, incidental or consequential, arising from Indirect Reseller's sale of the Product.

f. Publicity, Marketing and Promotion.

- i. Publicity. Indirect Reseller will use commercially reasonable efforts to market and promote the Product(s) and will do so in accordance with the training and materials that may be provided. Without Distributor's prior written approval (which may be via e-mail), which approval will not be unreasonably withheld or delayed, Indirect Reseller will not issue, any press releases, public announcement, or public statement regarding the its authority to resell Product(s).
- ii. Marketing and Promotion. Indirect Reseller will use commercially reasonable efforts to market and promote the Product(s) to Indirect Reseller. Indirect Reseller is responsible for creating any required advertising materials at its own cost and expense, in accordance with the requirements made available to Indirect Reseller.

g. Deceptive Practices. Indirect Reseller will not engage in, and will not solicit, accept, or maintain any Customer who, engages in, illegal or deceptive trade practices or any other behavior prohibited by this Rider and/or URL Terms.

h. High Risk Activities. Indirect Reseller will not resell or supply the Product(s) in connection with any use involving High Risk Activities.

i. No Subcontracting. Indirect Reseller may not subcontract any of its obligations regarding the marketing, resale, or supply the Product(s), or sublicense or otherwise transfer any rights granted to Indirect Resellers in relation to the Agreement, including this Rider;

j. Restrictions. Except as expressly permitted in this Rider, Indirect Reseller will not: (a) resell or supply the Offerings to any third-party who will resell, distribute, supply, lease, or allow another third-party to use, the Offerings; (b) use the Product(s) or any Google documentation provided for any purpose other than to resell and/or supply the Product(s) as permitted hereunder; or (c) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer any Product(s) or any part thereof, including the source code and any other underlying ideas or algorithms of the software forming part of the Product(s) (except to the extent such act cannot be prohibited by law or is expressly permitted under this Rider).

k. Indirect Reseller Status. Indirect Reseller will not represent itself as an agent of Google for any purpose.

l. Disclosure to Customers. Indirect Reseller will disclose to its Customers the existence of Google and Distributor and the Google's and Distributor's role in the transactions regarding Product(s) and any possible access or processing of Customer Data.

m. Customer Notifications. Indirect Reseller agrees to procure the appropriate consents from Customer, and provide relevant Customer contact notices, to allow Google to communicate directly with Customer for the following purposes: (i) to conduct customer service and satisfaction surveys; (ii) to the extent required to provide options regarding continuity of the Offerings (including where Indirect Reseller's authorization to continue to resell or provision the Offerings has been terminated); and (iii) for purposes related to the provisioning of the Offerings to Customer's account, including in relation to any Offering updates or security incidents.

n. Security Requirements. Indirect Reseller shall be solely responsible for any and all activity under its portal and related accounts. Indirect Reseller will ensure that (i) only its representatives that are authorized to use the portals are given access to the accounts, and (ii) its authorized representatives will access and use the portals responsibly and in a secure manner. Indirect Reseller must implement and enable a multifactor authentication ("MFA") process to access any accounts, Products, and any other underlying service. Furthermore, Indirect Reseller shall ensure that its Customers implement and use MFA processes to secure the access to the accounts, Products, portals or any underlying service. Distributor may audit and verify Indirect Reseller's and/or Customer's activation and continued use of MFA via API or other access verification technology (e.g. bots) by accessing the Indirect Reseller's and/or Customer's site without prior notice. Indirect Reseller hereby consents (and shall ensure that its Customer consents) to Distributor's access and verification of MFA activation and use. Indirect Reseller will defend, indemnify and hold harmless Distributor for any claims arising out of or related to Indirect Reseller's breach of its obligations in this section.

5. **CUSTOMER AGREEMENTS.**

a. Customer Agreement Requirement. Indirect Reseller must ensure that any resale and/or supply of the Offerings to a Customer is governed by an enforceable Customer Agreement. Indirect Reseller is responsible for obtaining and maintaining any consents required from Customer to allow Distributor to perform its obligations under this Rider.

b. Records. Indirect Reseller will: (a) keep copies of all Customer Agreements; (b) track and keep records of all online acceptances of Customer Agreements; and (c) provide such copies and/or online acceptance details to Distributor without delay upon request.

c. Enforcement. Indirect Reseller will enforce each Customer Agreement with at least the same degree of diligence used by Indirect Reseller to enforce similar agreements for its own products, but in no event less than a reasonable degree of diligence.

d. Required Provisions. Indirect Reseller shall include the following provisions in each Customer Agreement:

- a. The Service Specific Terms;

- b. Acknowledgement that Indirect Reseller, Distributor, Google and Customer(s) are independent contractors with respect to the resale and purchase of the Product(s);
- c. Acknowledgement that Indirect Reseller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the Data Protection Legislation;
- d. Customer will permit Indirect Reseller to disclose Customer Data to Distributor and Google as reasonably required in connection with Customer's use of the Product(s) or any Customer support issues;
- e. Indirect Reseller will ensure that Customer is notified of and accepts the Google URL Terms, with no alteration or amendment (unless otherwise expressly agreed in writing by Google), prior to logging into the Product(s). Indirect Reseller will: (a) not accept (or allow any other third-party to accept) the Google URL Terms on behalf of any Customer; and (b) not accept (or allow any other third-party to accept) separate terms of service on behalf of any Customer for use of other Google services; except where in each of the foregoing cases Indirect Reseller has been expressly authorized to do so on Customer's behalf under the Customer Agreement; and
- f. Indirect Reseller is responsible, and will ensure that Customers are responsible, for any consents and notices required to permit (a) Partners' and Customers' respective use and receipt of the Services and (b) Distributor's and Google's accessing, storing, and processing of Customer Data under this Rider.

## 6. PROVISION OF PRODUCTS

- a. Product Orders. Indirect Reseller will ensure that orders for the applicable Product(s) placed by Customers under Customer Agreements are submitted to Indirect Reseller and that Indirect Reseller have submitted orders to Distributor for the same Product(s), before Distributor submits its orders for the same Product(s) to Google. Orders under this Rider may not be placed directly with Google by Indirect Reseller or Customers. Subject to the section of this Rider entitled "Special Terms", no terms or any other terms submitted by Indirect Reseller, will apply to this Rider, unless expressly set out in an amendment or addendum to this Rider signed by both parties. By issuing an order to Distributor, Indirect Reseller agrees that it is placing a non-cancellable, non-refundable order subject to this Rider. All ordering documents are subject to acceptance by Distributor.
- b. Product Support. Indirect Reseller will use commercially reasonable efforts (or, if applicable, reasonable endeavors) to resolve, without escalation to Distributor, any technical support, sales, or Customer support matters raised by Customers regarding the applicable Product(s). Indirect Reseller will ensure to provide first level technical support to Customers and escalate Customers' support requests to Distributor, not Google. If Distributor cannot resolve Customer's support issue, Distributor may escalate Customer's support request to Google in accordance with the Section 11 of this Rider entitled "Technical Support".
- c. Product Availability. Google, in their sole discretion, without notice, and without Distributor or Google incurring any liability to Indirect Reseller or Customer:
  - i. Change the features of Product(s); or
  - ii. Discontinue the sale or availability of such Product(s) or support for new Customers of other Product(s).

## 7. PROVISIONING OF SERVICES

- a. Service Specific Terms. The Service Specific Terms are incorporated by reference into this Rider.
- b. Service Level Agreements. The Services will be provided in accordance with the applicable Google SLA (if any). To the extent permitted by applicable law, the only remedies for failure to provide the Services in accordance with the applicable SLA, or for any failure(s) to meet or exceed the applicable service level(s) stated in the applicable SLA, are those stated in the SLA. If Google fails to comply with the SLA, Indirect Reseller will only be eligible to receive those remedies set out under the Google URL Terms and must request such remedies directly from Distributor.
- c. Use Restrictions. Indirect Reseller will not and will not allow any third parties under its control or Customers to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) access or use the Services: (i) for High Risk Activities, (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, (iv) in a manner that breaches, or causes the breach of, Export Laws; (v) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services, or (iv) to transmit, store, or process health information subject to United States HIPAA regulations and any similar applicable law and regulation, except as permitted by an executed HIPAA BAA.
- d. Additional Use Restrictions. Unless otherwise permitted in the Service Specific Terms, Indirect Reseller will not (a) use, and will not allow Customers to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of an Application; or (b) allow a Customer to use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of an Application that provides value distinct from the Services.
- e. Benchmarking. Indirect Reseller may, and may allow Customers to, conduct benchmark tests of Services (either directly or through a third-party) (each, a "Test") and to publicly disclose the results of such Tests, in each case provided Indirect Reseller, through Distributor: (a) obtains Google's prior written consent; (b) provides Google with all necessary information to replicate the Tests; and (c) allows Google or a third-party appointed by Google to conduct benchmark tests of (i) Indirect Reseller's publicly available products or services (if Indirect Reseller or a Indirect Reseller-directed third-party tests conducted the Test), or (ii)

the Customer's publicly available products or services (if the Customer or a Customer-directed third-party conducted the Test). Google may publicly disclose the results of any such test of Indirect Reseller's or the Customer's products or services. Notwithstanding the foregoing, Indirect Reseller will include in the Customer Agreement a prohibition on doing either of the following on behalf of a hyperscale public cloud provider without Google's prior written consent: (i) conducting (directly or through a third-party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Services, or (ii) disclosing the results of any such Test.

## **8. CHANGES TO SERVICES**

- a. Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services. Distributor will make commercially reasonable efforts to notify Indirect Reseller upon receipt of Google's notice updating Services.
- b. Discontinuance. Distributor will make commercially reasonable efforts to notify Indirect Reseller upon receipt of Google's notice they intend to discontinue any Service (or associated material functionality), unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.
- c. Support. Google will continue to provide product and security updates, and TSS, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).
- d. Backwards Incompatible Changes. Distributor will make commercially reasonable efforts to notify Indirect Reseller upon receipt of Google's notice they intend to significantly modify a Customer's Google API in a backwards-incompatible manner.
- e. Changes to Terms. Google may update the URL Terms, provided the updates do not: (i) result in a material degradation of the overall security of the Services, (ii) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in Google's Data Processing and Security Terms, or (iii) have a material adverse impact on Customer's rights under the URL Terms. Distributor will make commercially reasonable efforts to notify Partner upon receipt of Google's notice of any material updates to URL Terms.
- f. Permitted Changes. Indirect Reseller understands that Google may make commercially reasonable modifications to the Product(s). Nothing in this Rider shall limit Distributor or Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, Product(s), or functionality.

## **9. PROVISIONING OF SOFTWARE**

- a. Provision of Software. Google may make Software available to Distributor, including third-party software. Indirect Reseller and Customer may choose to use the Software in connection with their use and/or resale of the Product(s). Some Software may be subject to third-party license terms, which Distributor will provide the Indirect Reseller for consideration prior to the provision of Software.
- b. Ceasing Software Use. If Distributor's agreement with Google or the Google Product Schedule terminates or expires, then Indirect Reseller will stop, and will ensure that Customers stop, using the Software.

## **10. GOOGLE PRODUCT SCHEDULE TERM AND TERMINATION**

- a. Term. Subject to Indirect Reseller's payment of Fees, the initial term for the Product(s) in the applicable Google Product Schedule will continue for a period of 12 months, unless terminated earlier in accordance with this Rider (the "**Initial Term**").
- b. Auto Renewal. At the end of the Initial Term and each anniversary of the Initial Term, the Services in the applicable Google Product Schedule will automatically renew for a successive 12-month period (each 12-month period a "**Renewal Term**") unless either party gives written notice of its intent not to renew at least 30 days before the end of the Initial Term or Renewal Term (as applicable).
- c. Termination for Breach. Where Google has the right to terminate any of the Services or Project, Google may suspend or terminate any, all, or any portion(s) of the Services or Projects without Google's or Distributor's liability to Indirect Reseller or Customer.
- d. Termination for Convenience. Google or Distributor may terminate this the applicable Google Product Schedule on ninety (90) days' prior written notice.
- e. Effect of Termination. If the applicable Google Product Schedule expires or is terminated by either Google or Distributor, then: (i) all rights and licenses granted by either Party to the other under this Rider will immediately cease; (ii) notwithstanding Indirect Reseller's payment terms, all payments owed by Indirect Reseller to Distributor under this Rider become immediately due upon receipt of the final invoice, subject to payment terms agreed between the Parties; (iii) Indirect Reseller will delete the Software, any Application(s) and Project(s), and Customer Data; and (iv) Indirect Reseller will inform Customers that its authorization to resell and/or supply the Offerings has ended and will provide any applicable assistance as described in the "Transition Assistance" Section of this Rider.
- f. Transition Assistance. If Indirect Reseller is no longer authorized to resell and or supply the Product(s) under this Rider, including after termination, and Customer wishes to purchase such Product(s) directly from Google or another reseller, then Indirect Reseller will provide reasonable assistance to migrate such Customer as requested by the Customer or Google. Distributor or Google may transfer such Customer's account to another authorized reseller as per Customer's request.
- g. Termination for Non-Use of Subscription or Account. Distributor may cancel, without prior notice and without incurring any

liability, any subscriptions and/or accounts (whether they belong to Reseller or Customer) if such subscriptions and/or accounts are inactive (no orders and/or activity occur within ninety (90) days).

## 11. TECHNICAL SUPPORT SERVICES

- a. Customer Support. Google may provide technical support directly to Customer(s) in accordance with the applicable Google Product TSSG and as may be otherwise be specified in any agreement between Customer and Google.
- b. Unless Distributor has agreed to provide Indirect Reseller's Customers with technical support, Indirect Reseller is responsible for providing technical support to its Customers.
- c. Interpretation of TSSG. For the purposes of this Rider, references to "Customer" in the TSSG applicable to the Services means Indirect Reseller.
- d. Indirect Reseller Responsibility. Each Party is responsible for the technical support of its Applications, Projects, and any third-party products or services provided in conjunction with or otherwise associated with the Services.

12. **USAGE AND INVOICING**. Indirect Reseller will pay all Fees based on: (a) Indirect Reseller's (and its Customers') use of the Product(s) and GCP TSS; (b) any Committed Units selected; (c) any Committed Purchases selected; and/or (d) any Package Purchases selected. Google's measurement tools will be used to determine Indirect Reseller's and Customer's use of the Product(s). Distributor will invoice the Indirect Reseller on a monthly basis for all Fees accrued at the end of the then-current month consolidated across all Projects under Indirect Reseller's Account. Each invoice will include data in sufficient detail to allow Indirect Reseller to validate the Product(s) purchased and associated Fees. **INDIRECT RESELLER'S PAYMENT TO DISTRIBUTOR IS NOT DEPENDENT ON RECEIPT OF PAYMENTS FROM ITS CUSTOMERS EVEN IN THE CASE OF INSOLVENCY OR HACKING/FRAUDULENT USE.**

## 13. DATA PROCESSING AND SECURITY

- a. Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by this reference into this Rider.
- b. Consents. Indirect Reseller is responsible, and will ensure that Customers are responsible, for any consents and notices required to permit (a) Indirect Resellers' and Customers' respective use and receipt of the Services and (b) Distributor's and Google's accessing, storing, and processing of Customer Data under this Rider.
- c. Privacy Policy.
  - i. Indirect Reseller is responsible for maintaining appropriate privacy policies as required in accordance with applicable laws.
  - ii. Distributor is the processor of any personal data processed by it on Indirect Reseller's behalf, and Indirect Reseller is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the Data Protection Legislation.
- d. Processing Personal Data on Google's Behalf. To the extent that Indirect Reseller processes any personal data (e.g., names and contact details of Customers) on Google's behalf (as the terms "personal data" and "process" are defined in the Data Protection Legislation), Indirect Reseller will:
  - i. comply with, and only act on, instructions from and on behalf of Google regarding the processing of that personal data;
  - ii. not process that personal data for any purpose other than the performance of its obligations under this Rider;
  - iii. ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that personal data and against loss or destruction of, or damage to, that personal data;
  - iv. ensure the reliability of, and be responsible for, all of Indirect Reseller's employees, agents and contractors who will have access to that personal data;
  - v. not, by any act or omission, place Google in breach of Data Protection Legislation;
  - vi. inform Distributor immediately of any suspected or confirmed data protection breaches or unauthorised or unlawful processing, loss, or destruction of, or damage to, that personal data;
  - vii. ensure that any third-party sub-contractor engaged by Indirect Reseller to process that personal data on behalf of Google only uses and accesses that data in accordance with the terms of this Rider and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 7; and
  - viii. not process, or cause to be processed, that personal data outside the European Economic Area or the UK unless Indirect Reseller adopts a compliance solution which achieves compliance with the terms of Data Protection Legislation.
- e. Processing Personal Data on Customers' Behalf. Indirect Reseller will not process any data on any Customer's behalf that is subject to regulatory requirements without first implementing appropriate terms in the applicable Customer Agreement for protection of such data, including, where applicable, with respect to the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder, as amended, and any similar applicable law. Unless otherwise agreed in an applicable Customer Agreement, Indirect Reseller will do the following, at a minimum, with the respect to all personal data that it processes on a Customer's behalf (as the terms "personal data" and "process" are defined in the Data Protection Legislation):

- i. comply with, and only act on, instructions from or on behalf of that Customer regarding the processing of that personal data;
  - ii. not process that personal data for any purpose other than for the performance of its obligations under this Rider or the Customer Agreement;
  - iii. ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that data and against loss or destruction of, or damage to, that personal data;
  - iv. ensure the reliability of, and be responsible for, all of Indirect Reseller's employees, agents and contractors who will have access to that personal data;
  - v. not, by any act or omission, place that Customer or Google in breach of Data Protection Legislation;
  - vi. inform that Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, that personal data;
  - vii. ensure that any third-party sub-contractor engaged by Indirect Reseller to process that personal data on behalf of Customer only uses and accesses that data in accordance with the terms of this Rider and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 13; and
  - viii. not process, or cause to be processed, that personal data outside the European Economic Area or the UK unless Indirect Reseller adopts a compliance solution which achieves compliance with the terms of the Data Protection Legislation.
14. **CONFIDENTIALITY.** Indirect Reseller will use, and ensure that its personnel use, Confidential Information only to exercise rights and fulfill obligations under this Rider, while using no less than reasonable care to keep it confidential.
15. **INTELLECTUAL PROPERTY RIGHTS; BRAND FEATURES**
- a. Intellectual Property Rights. Google owns all rights, title, and Intellectual Property Rights in and to the Product(s). All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Product(s) are the property of the applicable content owner and may be protected by copyright or other applicable laws.
  - b. Google Brand Features. For as long as Indirect Reseller is authorized to resell/supply Product(s), Google grants to Indirect Reseller a non-exclusive, non-royalty bearing, and non-sublicensable license to display Google's Brand Features solely for the purpose of Indirect Reseller's marketing, resale and/or supply of the Product(s), subject to, and in accordance with, this Rider and the Trademark Guidelines.
  - c. Indirect Reseller Brand Features. Indirect Reseller grants to Google a non-exclusive, non-royalty bearing, and non-sublicensable license during the Term to include Indirect Reseller's Brand Features in presentations, materials related to the Google Product(s).
  - d. Restricted Use. Google and Indirect Reseller may use the Brand Features only as expressly permitted in this Rider. Google or Indirect Reseller may revoke the right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.
  - e. Goodwill. All goodwill arising from the Indirect Reseller's use of Google's Brand Features shall belong to Google. All goodwill arising from Google's use of Indirect Reseller's Brand Features shall belong to Indirect Reseller.
16. **INDEPENDENT CONTRACTORS.** Google, Distributor, and Indirect Resellers are independent contractors with respect to the resale of the Product(s).
17. **INDEMNIFICATION.** Indirect Reseller shall defend, indemnify and hold harmless Distributor and Google from and against any third-party claims and any damages, liability, costs and expenses (including attorney's fees) that arise out of Indirect Reseller's (i) negligence or misconduct in its performance under this Rider, (ii) failure to abide by the terms of this Rider, (iii) misuse and/or non-compliance with Google's Trademark Guidelines. Distributor will promptly notify the Indirect Reseller of the claim and cooperate with the other party in defending the claim. Indirect Reseller shall have full control and authority over the defense, except that any settlement requiring Distributor to admit liability or to pay any money will require Distributor's prior written consent, and Distributor may join in the defense with its own counsel at its own expense.
18. **CESSATION/SUSPENSION OF SERVICES.**
- a. Ceasing Services Use. Distributor may stop distributing and/or supplying the Services at any time subject to a reasonable prior notice to the extent Distributor receives such a notice from Google.
  - b. Project Removal. Google reserves the right to remove any Project for inactivity upon 30 days advance notice, if, for a period exceeding 180 days, such Project has not incurred any Fees for Services and does not have: (a) active virtual machine or storage resources; and (b) associated Applications that are serving any requests.
  - c. AUP Violations/Suspected Fraudulent Activities - Suspension by Distributor. If Distributor becomes aware that any Application, Project, or Customer Data violates the AUP or it suspects that fraudulent activity is occurring/has occurred, Indirect Reseller will (as applicable) immediately suspend the Application, Project, or Customer's access, and/or remove the relevant Customer Data.
  - d. AUP Violations - Suspension by Google. If Partner fails to suspend or remove as noted in Section 19(c) (AUP Violations - Suspension by Distributor) above, or if Google becomes aware that Indirect Reseller or its Customers use of the Services

does not comply with the AUP, Distributor will give Indirect Reseller notice of such violation by requesting that Indirect Reseller correct the violation. Upon notice from Google, Distributor may Suspend all or part of Indirect Reseller's and/or Customer's use of the Services if Indirect Reseller fails to correct such violation within the AUP Notice Period.

- e. Emergency Security Issues. Upon notice from Google, Distributor may Suspend Indirect Reseller's and/or Customer's use of the Services if necessary to comply with applicable law or protect the Services or Google's infrastructure supporting the Services, or in the case of suspected fraudulent activity.
- f. Limitations on Suspension. If Google Suspends Services under this Section 19 (Cessation/Suspension of Services), then, upon receipt of Google's notice, (a) Distributor will provide Indirect Reseller notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

19. **SUSPENSION OF PRODUCT(S)**. Distributor reserves the right, in its sole discretion, to immediately upon commercially reasonable notice suspend the Product(s) for Indirect Reseller's failure to maintain a current account with Distributor.

## 20. TERMINATION.

### a. At Google's Request.

- i. For Cause. Google may require Distributor to suspend or terminate this Rider immediately upon written notice if: (i) Indirect Reseller is in material breach of this Rider and, where that breach is capable of cure, fails to cure the breach within the required timeframe; (ii) Indirect Reseller is in material breach of this Rider and that breach is incapable of cure; (iii) Indirect Reseller ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; (iv) Indirect Reseller is in material breach of this Rider more than two times notwithstanding any cure of such breaches; (v) Distributor becomes aware of Indirect Reseller engaging in illegal or deceptive trade practices or any other behavior prohibited by the terms and conditions governing Indirect Reseller's authority to resell Google Product(s); or (vi) the distribution of the Product(s) to a Indirect Reseller would harm or devalue Google's business, brand, or name; violate Google principles or guidelines; or violate the terms of the Program Agreement. Google may elect not to process new Order Forms submitted on behalf of a Indirect Reseller or provide further Distributor support under the TSSG for such Indirect Reseller during a cure period unless and until the material breach has been cured.
- ii. Termination of Indirect Resellers Due to Applicable Law; Violation of Anti-Bribery Laws. Google may require Distributor to suspend or terminate the Indirect Reseller Agreement it has with any Indirect Reseller immediately upon written notice if Google believes, in good faith, that Indirect Reseller has violated or caused Google to violate any Anti-Bribery Laws, or that such a violation is reasonably likely to occur.

b. Termination of Distributor's Agreement with Google. Upon any termination or expiration of Distributor's agreement with Google, Distributor will inform Indirect Reseller and Customers that its relationship as described under this Rider with Google has terminated and provide any reasonable transition assistance to Indirect Reseller and or Customers who wish to purchase such Product(s) directly from Google or another Google-authorized partner of that Product(s). Distributor will provide reasonable assistance to migrate such Indirect Reseller or Customer as requested by the Google and, as applicable, to either the Indirect Reseller and or Customer.

c. Termination for Convenience. Either Party may terminate this Rider by giving at least ninety (90) days prior written notice to the other party.

d. Termination for Breach. Distributor may suspend performance or terminate this Rider if Indirect Reseller: (i) is in material breach and fails to cure within 30 days after receipt of written notice; (ii) suspends, or threatens to suspend, payment of amounts due to Distributor or is late in paying amounts due to Distributor; (iii) ceases its business operations or becomes subject to insolvency proceedings which are not dismissed within 90 days.

e. Effect of Termination. Upon any termination or expiration of this Rider: (i) all rights and licenses granted to Indirect Reseller will immediately cease (but for clarity, License Term for Customers will survive except to the extent otherwise indicated in the definition of License Term); (ii) all payments owed under this Rider become immediately due and payable (without prejudice to payment terms agreed between the Parties); and (iii) Indirect Reseller will inform Customers that its relationship with Google (through Distributor) has terminated.

21. **FEDERAL AGENCY USERS**. The Product(s) were developed solely at private expense and are commercial computer software and related documentation within the meaning of the Federal Acquisition Regulations ("FAR") and agency supplements to the FAR.

## 22. RESALE AND USE OF THE MAPS SERVICES.

- a. For the avoidance of doubt, this Addendum does not authorize Indirect Reseller to resell or supply the Maps Services. The Maps Services have additional restrictions on use, functionality, or both as described in the then-current terms listed at <https://cloud.google.com/maps-platform/terms> ("Maps Additional Terms").
- b. Indirect Reseller acknowledges that, as of the Schedule Effective Date, Google has not implemented technical restrictions limiting resale of, access to, or use of the Maps Services. Indirect Reseller therefore agrees that it is responsible for ensuring that the Customer (i) is notified about and understands the Maps Additional Terms and (ii) monitors and ensures its own compliance with the Maps Additional Terms. Indirect Reseller additionally agrees that Indirect Reseller understands the Maps

Additional Terms and will monitor and ensure its own compliance with the Maps Additional Terms, as applicable.

- c. If Indirect Reseller discovers or is notified that Customer is using the Maps Services in conflict with the Maps Additional Terms, then Indirect Reseller shall notify Customer that Customer is not in compliance. If Customer does not conform its usage of the Maps Services to the Maps Additional Terms within fifteen (15) days of receiving such notice, Indirect Reseller will be required to terminate Customer's usage of the Maps Services.

23. **SURVIVAL.** Section 4(e) (Disclaimer), Section 7(e) (Benchmarking), Section 17 (Indemnification), Section 20 (Resale and Use of the Maps Services), Section 20(e) (Effect of Termination), Section 21 (Survival), Section 24 (Definitions), and Section 21 (Additional Definitions) will survive termination or expiration of this Rider.

24. **NO ASSIGNMENT.** Indirect Reseller shall not assign this Rider without the prior written consent of Distributor.

25. **ENTIRE AGREEMENT.** This Rider, including any documents referred to herein, constitutes the entire and exclusive statement of the agreement between the Parties with respect to its subject matter and there are no other oral or written representations, understandings or agreements that are not fully expressed herein. The Parties agree that the terms and conditions of this Rider and the Terms and Conditions shall prevail over any contrary terms in any purchase order or other document issued by the Indirect Reseller. Any modifications of this Rider must be in writing and executed by the Parties.

26. **GOVERNING LAW.** This Rider and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Territory where Distributor has its registered office.

27. **JURISDICTION.** Each party irrevocably agrees that the courts of the place where Distributor has its registered office shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Rider or its subject matter or formation

## 28. DEFINITIONS

**"Acceptable Use Policy"** or **"AUP"** means the then-current acceptable use policy for the Services stated at <https://cloud.google.com/cloud/terms/aup>. For the purposes of the Rider, references to "Customer" in the AUP shall have the same meaning as in this Rider.

**"Application(s)"** means any software program that Indirect Reseller or Customer creates or hosts using the Services.

**"BAA"** or **"Business Associate Agreement"** is an addendum to the applicable Google Product Schedule covering the handling of Protected Health Information (as defined in HIPAA).

**"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive features of an entity, as secured by such entity from time to time.

**"Committed Purchase(s)"** means Indirect Reseller's commitment to spend a specified amount for use of the Services over a specified period of time, whether or not Indirect Reseller or Customer uses those Services.

**"Committed Units"** has the meaning stated in the Service Specific Terms.

**"Customer"** means the entity to whom Partner resells and/or supplies the Services in the Territory pursuant to the terms of this Rider.

**"Confidential Information"** means information exchanged under this Rider, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third-party without confidentiality obligations or becomes public through no fault of the recipient.

**"Customer Agreement"** means an agreement between Indirect Reseller and Customer pursuant to which Indirect Reseller sells or supplies the Product(s) to Customer.

**"Customer Data"** means: (a) any data received by Indirect Reseller from, or maintained by Indirect Reseller on behalf of, a Customer in connection with the resale of the Product(s) or through the Services that Indirect Reseller or Customer derive from that data through their use of the Services.

**"Data Processing and Security Terms"** means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at: <https://cloud.google.com/terms/data-processing-terms/partner/>.

**"Data Protection Legislation"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any other applicable data protection and privacy law, regulation, legislation, guidelines and industry standards in the Territory.

**"Documentation"** means the Google documentation (as it may be updated from time to time) in the form generally made available by Google to its customers for use with the Services at <https://cloud.google.com/docs/>.

**"Export Laws"** means all applicable export and re-export control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.



**"Fees"** means unless otherwise agreed in writing the then-current applicable fees for Services, less the applicable discount (if eligible), (b) the applicable TSS fees (which may be updated by Google from time to time) less the applicable Discount (if any), and (c) any applicable Taxes (if any).

**"Google"** means the third-party provider of the Product(s) and Services.

**"Google API"** means any application programming interface provided by Google as part of the Services.

**"High Risk Activities"** means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Product(s) could lead to death, personal injury, or environmental damage.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

**"Indirect Reseller"** means the entity agreeing to this Rider as part of its agreement to market, resell, or supply the Product(s) to Customers.

**"Instance"** means a virtual machine instance, configured and managed by Indirect Reseller or Customer, which runs on the applicable Services.

**"Integrated Solution"** means Indirect Reseller's commercial product or service offering that integrates with the Service(s).

**"Intellectual Property Rights"** means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

**"Package Purchase"** means Indirect Reseller's commitment to purchase a specified package of the Services over a specified period, whether or not Indirect Reseller or Customer uses the Services.

**"Project"** means a collection of Google Cloud Platform resources configured by Indirect Reseller or Customer via the Services.

**"Product(s)"** means, for the purposes of this Rider the Product(s) listed in the applicable Google Product Schedule.

**"SLA"** means the then-current service level agreements at: <https://cloud.google.com/terms/sla/>.

**"Services"** also referred to as **"Product(s)"** means the then-current Google Cloud Platform services as described at the Services Summary (including any associated APIs), excluding the following services (**"Restricted Services"**): Anthos, Apigee, Google Cloud Platform Premium Support offerings, Google Cloud Platform subscription offerings, or any GCP services launched after the Schedule Effective Date, in each case that Google determines (in its discretion) to require additional terms. For clarity, this Product Schedule does not authorize Indirect Reseller to resell Restricted Services, and Distributor may require Indirect Reseller to enter into addenda to this Rider to resell Restricted Services.

**"Services Summary"** means the summary of the services at <https://cloud.google.com/terms/services>, which may be updated from time to time.

**"Service Specific Terms"** means the then-current terms specific to one or more Services or Software described <https://cloud.google.com/cloud/terms/service-terms>.

**"Software"** means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, which may be downloaded by Indirect Reseller or Customer, and any updates Google may make to such Software from time to time.

**"Territory"** means EEA, UK and Switzerland. Territory excludes any country where either party is prohibited from providing the Product due to applicable Export Laws and Google's applicable guidelines from time to time.

**"Trademark Guidelines"** means Google's guidelines for use of Google Brand Features, located at the following URL (as the content at such URL and the URL itself may be updated or modified by Google from time to time) <http://www.google.com/permissions/>.

**"TSS"** means the then-current Google Cloud Platform technical support service provided by to Indirect Reseller or Customer under the TSSG.

**"TSSG"** means the applicable technical support guidelines that relate to a particular Product as made available at the following URL (as the content at such URL and the URL itself may be updated or modified by Google from time to time): <https://connect.googleforwork.com/docs/DOC-9394>.

**"URL Terms"** means the following URL terms: AUP, Data Processing and Security Terms, TSSG for the Google Cloud Platform Product, SLA, and Service Specific Terms.

## EXHIBIT A

### Google Workspace Product Schedule

**“Chrome Product”** means, for purposes of this Addendum only, the then-current Chrome service offerings that Google makes available for resale or supply under the Program, as further described at: <https://support.google.com/chrome/a/answer/2717664>.

**“Chrome Browser Enterprise Support Product”** means, for purposes of this Addendum only, the then-current Chrome Browser technical support service offerings that Google makes available for resale or supply under the Program, as further described at: <https://www.google.com/chrome/terms/chrome-enterprise-support-tos/>

**“Google Workspace Product”** means, for purposes of this Addendum only, the then-current Google Workspace Services that Google makes available for resale or supply under the Program, as further described at: [http://www.google.com/apps/intl/en/terms/user\\_features.html](http://www.google.com/apps/intl/en/terms/user_features.html).

**“GCP Product”** means, for purposes of this Addendum only, the GCP Services that Google makes available for resale or supply under the Program, as further described at <https://cloud.google.com/terms/services/>, excluding Restricted Services, as defined in the GCP Product Schedule. This Addendum does not authorize Partner to distribute Restricted Services. Google may require Partner to enter into additional contracts to distribute Restricted Services.

## EXHIBIT B

### Google Telephony Services Product Schedule

1. **Google Telephony Services.** This Google Telephony Services Product Schedule governs Indirect Resellers sale and marketing of (i) Google Voice and (ii) Meet Global Dialing ("MGD"). Google Voice and MGD are collectively referred to as "**Google Telephony Services.**"
2. Google has appointed the Distributor as its non-exclusive go-to-market distributor and authorizes Distributor to distribute (i) Google Voice to Indirect Resellers within the Territory including for use by their End Users in the Service Countries (as defined in the Google Voice Regional Terms), even if those Service Countries are outside the Territory, and (ii) MGD to Resellers in those countries listed at <https://support.google.com/a/answer/10162808> that are within the Territory, as applicable.
3. Distributor appoints Reseller as a non-exclusive reseller to resale Google Telephony Services subject to the terms and conditions of the GCP Rider and this Google Telephony Rider.
4. **Contract Structure.** This Google Telephony Services Product Schedule ("**Google Telephony Schedule**"), together with the other terms of the GCP Rider will form a separate rider (the "**Google Telephony Rider**") between the Parties subject to the terms of this Google Telephony Schedule. With respect to Google Telephony Services only, in the event of a conflict between the terms of this Exhibit B and the terms of this Rider, the terms of Exhibit B will govern.
  - a. For convenience and consistency, all references in the GCP Rider and in this Google Telephony Schedule to "resale" or "supply" and "reselling" or "supplying" the Products, will refer to Reseller's marketing of Google Telephony Services under this Google Telephony Rider.
  - b. The Reseller's relationship is with GTSP with respect to the provision of Google Telephony Services, as described in the Google Telephony Services Service Specific Terms.
5. **Term.** This Google Telephony Rider will take effect as of the effective date of Indirect Reseller's initial order of Google Telephony Services submitted to Distributor and will continue in effect until the earliest to occur of (i) termination of this Google Telephony Rider in accordance with its terms; or (ii) termination or expiration of the distribution agreement between the Distributor and Google. Either party may terminate this Google Telephony Rider separately from the GCP Rider in accordance with the terms of the Agreement. If the Google Telephony Rider Product Schedule is terminated, this Google Telephony Agreement will also terminate.
6. **Indirect Reseller Obligations.**
  - a. **Ordering.** Indirect Reseller must submit all orders for Google Telephony Services using the Reseller Console. Partner is responsible for: (a) ensuring that orders contain complete and accurate information; and (b) providing any additional Customer information reasonably required for the provision of Google Telephony Services.
  - b. **Google Workspace Service Specific Terms.** Indirect Reseller will require any Google Telephony Services Customers who are not currently bound by a Google TOS that incorporates the Google Workspace Service Specific Terms, to acknowledge and agree in writing that the Google Workspace Service Specific Terms are incorporated by reference into their agreement with Google TOS.
  - c. **Google Voice Support.** Indirect Reseller will forward to Distributor any Customer requests for support related to porting in Google Voice, or any other functional features of Google Telephony Services.
  - d. **Legal Compliance.** Indirect Reseller's obligation to comply with applicable law described in the Google Telephony Agreement includes Indirect Reseller's obligation to comply with any regulatory requirements, relating to telecommunications or otherwise, arising from its marketing of Google Telephony Services. Indirect Reseller is responsible for conducting adequate due diligence to determine what legal requirements apply to its marketing of Google Telephony Services under this Google Telephony Rider.
  - e. **Customer Communications.** Notwithstanding anything to the contrary in the GCP Rider or Google Telephony Agreement, Indirect Reseller agrees that Google may directly contact the Google Telephony Services Customers, subject to the then-current Google Cloud Privacy Notice at <https://cloud.google.com/terms/cloud-privacy-notice>, for the purpose of complying with applicable legal or regulatory obligations, and that Indirect Reseller will provide reasonable assistance in facilitating such communications.
  - f. Indirect Reseller will include a statement that Google Telephony Services are provided directly to Customer by the Google Telephony Service Provider, as that term is defined in Customer's agreement with Google, in a conspicuous location and bold print in its: (a) Customer Agreements relating to Google Telephony Services; and, (b) Indirect Reseller's invoices provided to Customers including charges for Google Telephony Services.
7. **Pricing, Payment and Taxes.**
  - a. **Pricing.** If Indirect Reseller charges its Customers for any Google Telephony Services as an individual line item, then Indirect Reseller will not charge more than Google's List Price.
  - b. **Usage.** Google's measurement of Customers' use of Google Telephony Services is final. Indirect Reseller's obligation to remit all Fees is non-cancellable (and not conditional on Indirect Reseller collecting payment from Customers even in the case of insolvency and/or suspected fraudulent activity).

- c. **Invoicing.** Unless otherwise agreed in writing between Distributor and Indirect Reseller, the Distributor will invoice Indirect Reseller on a monthly basis for Fees, Taxes and Calling Rates accrued at the end of the then-current month. Indirect Reseller agrees to remit all invoiced Fees, Taxes and Calling Rates in accordance with the Distributor's Terms and Conditions.
- d. **Indirect Reseller Discount.** Unless otherwise specified in this Google Telephony Rider, discounts described in the Program Guide apply to subscription Fees for Google Telephony Services (as applicable), but do not apply to Calling Rates or Taxes.
- e. **Taxes.** Notwithstanding anything to the contrary in this Rider, (i) Distributor will invoice Indirect Reseller to collect all Telephony Taxes, regardless of any Indirect Reseller's tax exemption certificates; (ii) Indirect Reseller agrees to pay all invoiced Telephony Taxes in accordance with Distributor's Terms and Conditions; and (iii) if Indirect Reseller charges Customers more than Google's List Price for Google Voice, then Distributor will calculate, collect, and remit any additional Telephony Taxes arising from sales of Google Voice above the List Price.