

## CSR SPECIFIC ADDENDUM: GOOGLE CLOUD PLATFORM

Last Update: August, 2023

By signing the CLOUD SERVICES RESELLER TERMS AND CONDITIONS (also referred to as "Terms and Conditions") you, in your capacity as a Cloud Services Reseller ("you" or "CSR") acknowledge and agree to comply with the terms and conditions contained in this CSR Specific Addendum: Google Cloud Platform ("Specific Addendum") to the Terms and Conditions in connection with the resale of the Cloud services defined below provided by Google LLC, including its affiliates and subsidiaries ("Google") and sold to you, through the cloud service delivery platform (also referred to as "StreamOne" or "Platform"), by the TD SYNEX Contracting Party specified in Exhibit I of the Terms and Conditions ("Distributor"). Prior terms and conditions of sale or agreements between CSR and Distributor currently in effect, including but not limited to the CLOUD SERVICES RESELLER TERMS AND CONDITIONS or Distributor's standard Terms and Conditions of Sale, CSR's credit application or any other valid agreement with Distributor (collectively the "Agreement"), which are incorporated herein by reference, remain in full force and effect. Capitalized terms used but not defined in this Addendum shall have the meanings set forth in the Terms and Conditions and the documents comprising the Agreement. In the event of any conflict between the Specific Addendum and the Terms and Conditions or any document comprising the Agreement, provisions of this Specific Addendum shall prevail. This Specific Addendum is supplemental to the Terms and Conditions accepted by the CSR and does not replace or modify any Documentation provided in connection with the Services. This Specific Addendum shall be deemed effective as of the date the CSR signs the Terms and Conditions ("Effective Date"). CSR and Distributor agree as follows:

### 1. Program description and subscription terms

- 1.1. General Description. This Specific Addendum sets forth additional terms governing the resale of Google Cloud Platform Services ("Services"). All purchases of Services by CSR are subject to the Terms and Conditions. In the event of any conflict between this Specific Addendum and the Terms and Conditions, the order of precedence shall be as follows: (1) the Specific Addendum; and (2) the Terms and Conditions.
- 1.2. Specific Terms of Service. The Specific Terms of Service are incorporated by reference into this Agreement.
- 1.3. Service Level Agreements (SLAs). Google will provide the Services in accordance with the applicable SLAs (in any).
- 1.4. Public Sector. The CSR may be authorized to resell Services to a Public Sector End User in the Territory:
  - (i) Compliance with Additional Public Sector Terms. This Section 1.4 applies solely with respect to authorized CSR purchasing of Services and reselling to a Public Sector End User. Neither Manufacturer nor TD SYNEX will enter into agreements directly with Public Sector End Users in transactions under this Specific Addendum. By placing an order with TD SYNEX, CSR represents and warrants that it has entered into an Agreement with such End User.
  - (ii) Public Procurement. CSR will comply with all laws, regulations and other rules issued by any governmental organization that has authority over the provision of goods and services in the Applicable Territory. This includes all laws, regulations and rules governing the provision of goods and services to public bodies. Those laws, regulations and rules may, among other matters, govern the specifications, delivery, origin, operation and use of such goods and

services, and any aspect of the CSR's relationship with other parties, including other potential or actual resellers, and any relationship of the CSR to any Public Sector End User.

(iii) Requests for Proposals ("RFP"). When responding to requests for proposals or similar solicitation requests, CSR represents and warrants that any relevant terms from the Google order form are included in its contracts with End User. CSR is responsible for all proposal submissions. CSR represents and warrants that it will dedicate adequate personnel and resources to public sector RFP review and proposal drafting.

(iv) Non-Standard Requests. CSR is responsible for reviewing and validating its requests for non-standard terms or documentation requests. Prior to approaching TD SYNEX with non-standard requests, CSR should:

(a) Ensure that it has reviewed all applicable terms and documentation related to its request.

(b) Provide the following information: (i) an explanation of the issue and the specific request; and (ii) a business and justification that explains why additional documentation is necessary and appropriate for the transaction or agreement in accordance with applicable law, regulation or public procurement official rules, as applicable. All requests to TD SYNEX should include a detailed description of all efforts made to resolve the issue prior to approaching to TD SYNEX.

(v) Public Sector Compliance. Compliance with Subsection 1.4(ii) (Public Procurement) will be considered a material element of this Specific Addendum and a failure to comply is a basis on which TD SYNEX may terminate this Specific Addendum and the Terms and Conditions for cause. CSR will inform TD SYNEX within five (5) days of: (a) receiving any notice from any authority over the provision of goods and services that an authority is investigating or making inquiries about CSR not being in compliance with any law, regulation or rule; or (b) CSR having any reason to believe that it may not be in compliance with any law, regulation or rule. CSR will fully respond to any inquiry that TD SYNEX may make about any lack of compliance with any law, regulation or rule, whether on the basis of information provided by CSR or in an inquiry initiated by TD SYNEX or Google.

#### 1.5. Modifications:

- A. Changes to Services. i. Limitations on Changes. Google may make commercially reasonable updates to the Services from time to time. If Google makes a material alteration to the Services that has a significant impact on End User's use of the Services, Google will notify the CSR and End User, provided that they have signed up to receive notice from Google regarding the updates. ii. Discontinuance. TD SYNEX will notify the CSR, provided that TD SYNEX receives such notice from Google; at least 12 months prior to discontinuing any Service (or associated material functionality), unless Google replaces such discontinued Service or functionality with materially similar Service or functionality. iii. Support. Google will continue to provide product and security updates, as well as TSS, until the end of the applicable notice period. iv. Backwards Incompatible Changes. TD SYNEX will notify the CSR, provided TD SYNEX receives such notice from Google, at least 12 months before significantly modifying an End User-facing Google API in a backwards-incompatible manner.
- B. Changes to Data Security and Processing Terms. Google may only alter the Data Security and Processing Terms where such alteration is necessary to comply with applicable law, applicable regulation, court order or guidance issued by a regulatory body or governmental agency, where such alteration is expressly authorized by the Data Security and Processing Terms, or where such alteration: (i) would be commercially reasonable; (ii) does not result in a degradation of the overall security of the Services;

(iii) does not cause the scope of or remove any restrictions on Google's processing of CSR or End User Personal Data as described in the Data Security and Processing Terms; and (iv) otherwise does not have a detrimental impact on CSR's rights set forth in the Data Security and Processing Terms. TD SYNEX will notify the CSR, upon receipt of the notice from Google, of any material updates to the URL Terms.

- C. Permitted Changes. Nothing in this Section 1.4 limits Google's ability to make changes necessary to comply with applicable law, address a material security risk, or prevent significant economic or technical harm. This Section 1.4 does not apply to new Services, offerings or previously available functionality.
- 1.6. Software. Google may make Software available to CSR, including third party software. CSR may choose to use the Software in connection with their use and/or release of the Services. Some Software may be subject to third party licensing terms and conditions, which Google will provide.
  - 1.7. Ceasing Software Use. If this Agreement terminates or expires, then CSR will stop and shall ensure that End Users stop using the Software.
  - 1.8. Provision of Services. TD SYNEX will provide the Services to Authorized CSR for provisioning to End User in accordance with this Addendum. TD SYNEX will not provide ongoing account-related activities between Authorized CSR and End User, including billing, activation services and collecting of fees from End User.
  - 1.9. Subscription Terms. As set forth in the Terms and Conditions. By generating a Purchase Order through the Distributor's Platform, the CSR agrees to comply with and be billed for the full Subscription Term. The available Subscription Terms will depend on the Google Services purchased.
  - 1.10. Payment. As set forth in the Terms and Conditions, unless otherwise provided in accordance with Google's policies. If CSR fails to make payments by the due date, Distributor may take any or all of the following actions: (i) Distributor may withhold all outstanding Purchase Orders, suspend further shipments or End User access to Products under any agreement between Distributor and CSR, until Distributor receives all payments due under this Agreement; (ii) Distributor may apply currency correction rates and the Interest Rate set forth in Schedule I of the Terms and Conditions on the amount due, as well as a late penalty for each value in arrears at the rate of 10% (ten percent). The CSR shall pay the interest to the Distributor on demand. If there is a need for judicial collection of debts, legal fees shall be due at the rate of 20% (twenty percent) of the value of the debt.
  - 1.11. Automatic Renewal. Except as otherwise provided in this Specific Addendum or the Agreement, Subscriptions will automatically renew at the end of any term. The CSR may exclude an End User from this automatic renewal system by updating the Subscription through the Google Portal or by notifying Distributor in writing and consenting to renewal pricing.
  - 1.12. Disabling. Google or Distributor may disable an End User's subscription. Depending on the Product, End User may have limited or no access to the Product. Distributor shall not be liable in any way to End User for Distributor's disabling of End User's Subscriptions. Distributor or Google may disable End User's Subscription for legal or regulatory reasons, in the event of late payment of unpaid past due invoices by the CSR or for any other reason permitted under this Agreement.
  - 1.13. Cancellation. Distributor may cancel a Subscription for an End User's Product; however, refunds are not permitted unless set forth in writing by Google and an "Early Termination Fee" may apply, constituting the fee owed by the CSR in the event of cancellation of a Subscription prior to the expiration of the Subscription Term. Upon termination, End User will have ninety

(90) ninety days to migrate any End User Data to a new Subscription with the CSR, with Distributor, or with Google directly, or to some other service. Upon request, Google or Distributor may assist CSR with the migration of End User Data for an additional fee.

- 1.14. Service Level Agreement ("SLA") Credits. Google makes certain commitments to End Users regarding the delivery and performance of the applicable Services in the SLA. If an End User makes a claim regarding the SLA, the CSR shall escalate the claim to Google for review and notify Distributor immediately.
- 1.15. Delivery of Products. Google will deliver Products based on End User information provided by the CSR through Distributor. CSR must provide End User with the administrative registration credentials that Google provides to access the applicable Product. Upon receipt and acceptance of a valid order for Products, Google will provide the Product for the benefit of the applicable End User. Google may send direct communications to End Users regarding the terms of the End User Agreement or the operation or delivery of the Product. CSR must provide Google through Distributor with accurate contact information for the administrator of each End User's domain. CSR will use commercially reasonable efforts to provide accurate and up-to-date information.
- 1.16. Credit Validation and Collection Guidelines. Distributor will decide whether to grant credit to the CSR. Failure by the End User to pay the CSR shall not relieve the CSR of its payment obligations to the Distributor.
- 1.17. Relationship with End User: Distributor does not have a contractual relationship with End User and CSR expressly acknowledges and agrees that it shall be responsible for all of End User's obligations under this Agreement by entering into an agreement with terms substantially similar to those in this Agreement (as amended) and the Services Description. Specifically, CSR shall establish and operate systems and procedures sufficient to provide level one support to End Users, including, without limitation, (i) handling and logging all calls, emails and other requests for assistance from End Users; (ii) determining whether the call requires escalation to Distributor or Google (and forwarding such call to Distributor or Google if necessary).

## 2. **CSR Appointment, Representations and Warranties**

- 2.1. Appointment. TD SYNnex hereby authorizes CSR to purchase the Services and resell the Services to end users ("End User"). Sales are limited to the Territory. Purchase of the Services does not qualify CSR as Google Authorized Reseller. Unless approved in advance by Google, CSR will not act or represent itself as a Google Authorized Reseller. CSR shall not issue any public statement regarding authority to resell the Services without Google's prior written approval (which approval may be via email).
- 2.2. CSR Representations and Warranties.
  - A. CSR represents and warrants the following:
    - A. CSR is a registered company that can offer Services and propositions directly to End Users;
    - B. CSR has a reputable brand with a track record of providing high quality products and/or services in the enterprise end user space;
    - C. CSR can deliver varying Service propositions directly to enterprise End Users;
    - D. CSR has executed a Partner Program Agreement with Google or a Google affiliate;

- E. CSR has fulfilled any credentials or certification requirements as required by Google;
  - F. CSR has a substantial End User base and therefore is able to deliver promotions in volume with a significant level of uptake;
  - G. CSR has a suitable premises in multiple locations and/or a high-traffic website;
  - H. CSR can commit to promoting the applicable Service(s) in its online and/or offline store in a branded, differentiated manner, such that the End User is not confused about the features and utility of the applicable Service;
  - I. CSR is a legitimate business in good standing;
  - J. CSR is not engaged in any known activity that would lead to a possible violation of this Agreement;
  - K. CSR will conduct business ethically and competently, in compliance with all applicable laws, including but not limited to Anti-Corruption and Anti-Bribery Laws.
  - L. CSR's use of any Google Brand features must comply with the Trademark Guidelines;
  - M. CSR shall not resell the Service to any third party who will resell or supply the Service.
  - N. CSR shall not subcontract any obligations regarding marketing, resale or supply of the Services, nor sublicense or otherwise transfer any rights granted to CSR under this Agreement.
- B. CSR agrees to indemnify, defend and hold harmless Google and TD SYNEX, at CSR's expense, from and against any and all claims, charges, demands, suits, proceedings, liabilities, costs, expenses, orders, decrees, attorneys' fees, court costs, judgment or appeal and rulings, including damages of any kind resulting from, arising out of or in connection with any actual or claimed breach of this Section 2.2.
- 2.3. Deceptive Practices. CSR will not engage in, and will not solicit, accept or maintain any End User who engages in, illegal or deceptive trade practices or any other behavior prohibited by the applicable Service Schedule and/or Google's Terms of Service. If Google becomes aware that CSR is soliciting, accepting or maintaining any End User that engages in any behavior or practice prohibited by this Section, Google may terminate any orders for and any provision of Services to such End User immediately upon written notice, in addition to terminating this Agreement for breach.
- 2.4. False or Misleading Statements. CSR will not make any:
- A. unauthorized, false, misleading, or illegal statements in connection with this Agreement or any End User Agreement, or concerning the Program, the Applications, TD SYNEX or Google; or
  - B. representations or warranties concerning the Applications on behalf of TD SYNEX or Google.

TD SYNEX and Google will not be responsible for any representations or warranties made by CSR to End Users concerning the Applications.



- 2.5. High Risk Activities. CSR will not and will not allow any third parties under its control, to resell, supply or use the Applications for High-Risk Activities.

### 3. CSR Obligations and Responsibilities

- 3.1. Services Support. CSR will resolve, without escalation to TD SYNEX, any technical, sales or End User support issues related to the Services. CSR will provide first level technical support to End Users and escalate End Users' support requests to TD SYNEX. If CSR and TD SYNEX cannot resolve the End User's support issue, the parties may escalate End User's support request to Google.
- 3.2. Reports. If requested, CSR will provide TD SYNEX with a Services usage report on a per-End User basis, showing each End User's usage during the month immediately preceding the date of Google's written request. Such report shall be provided within two weeks of the date of the request and shall include: (i) the End User's company name, (ii), Project IDs associated with each End User, and (iii) country of End User headquarters and postal code.
- 3.3. End-User Agreements.
- A. CSR will include in its Agreements with End Users any Terms set forth in this Agreement.
  - B. Each End User Agreement will include (a) the Service Specific Terms, (b) an acknowledgement from the End User that CSR, TD SYNEX and Google are independent contractors and CSR is not Google's or TD SYNEX's agent or representative and does not have a partnership or joint venture with Google or TD SYNEX, and (c) a statement that Google is a processor and End User is the controller, of any End User Personal Data, as defined in the applicable Data Protection Legislation. CSR will disclaim, to the fullest extent permitted by applicable law: (i) Google's liability for any damages (whether direct, indirect, incidental, consequential or otherwise) arising out of the resale and/or provision of the Services to End User by CSR; and (ii) Google's liability for all warranties regarding the Services, including warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.
  - C. CSR shall keep all copies of End User Agreements.
  - D. CSR will promptly notify TD SYNEX and Google of any known breach by an End User of its Agreement with the End User and will thereafter work in good faith with TD SYNEX and Google to suspend the End User's access to the Services until such End User's breach is resolved.
  - E. TD SYNEX and Google are not responsible and shall have no liability to the CSR in connection with any End User Agreement and/or CSR's distribution of Services to End Users. If CSR offers additional commitments to any End User, TD SYNEX and Google will not be liable for any such additional commitments.
- 3.4. Records and Audit. CSR shall keep and maintain complete and accurate books, records and accounts in connection with this Agreement. During the Term, and for one year afterwards, if CSR receives reasonable prior notice from TD SYNEX, CSR will give TD SYNEX or TD SYNEX's appointed auditor(s) access, during normal business hours, to the CSR's books, records and accounts to the extent reasonably necessary to verify, at TD SYNEX's expense, the CSR's continued compliance with this Agreement, including compliance with all applicable laws, rules and regulations.
- 3.5. Due Diligence Process. CSR shall use commercially reasonable and good faith efforts to comply with TD SYNEX's anti-corruption and anti-bribery due diligence process, including providing information requested by TD SYNEX.

- 3.6. Projects and Applications. If CSR creates Projects to be used by End Users, then except as part of an Integrated Solution, CSR must create separate Project(s) for each End User and a single Project may not be used by or for multiple End User. CSR may allow End Users to create Projects.

#### 4. **Ordering, pricing and invoicing**

- 4.1. Orders for Services. CSR will ensure that orders for the applicable Services placed by End Users under the End User Agreements are submitted to CSR, and CSR will in turn submit such orders to TD SYNEX for the same Services. By issuing a purchase order to TD SYNEX, CSR agrees that it is placing a non-cancelable, non-refundable order with TD SYNEX. All purchase orders are subject to acceptance by TD SYNEX.
- 4.2. Pricing. CSR is solely responsible for determining End User prices.
- 4.3. Usage and Invoicing. CSR will pay all Fees based on: (a) its' End Users use of the Services 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 End User's usage of the Services. TD SYNEX will invoice the CSR on a monthly basis for all Fees accrued at the end of the then-current month, consolidated across all Projects under CSR's Account. Each invoice will include data in sufficient detail to allow the CSR to validate the Services purchased and associated Fees. A End User's failure to pay CSR does not waive CSR's obligation to pay all fees to TD SYNEX.

#### 5. **Privacy and security**

- 5.1. CSR Tools. If specifically authorized in writing by Google, CSR may access CSR Tools as an authorized user. CSR's use of CSR Tools shall comply with all applicable policies and terms governing access to such CSR Tools. CSR shall cease all use of CSR Tools upon termination or expiration of this Agreement.
- 5.2. End User Data.
- A. CSR agrees to provide to Google contact details for each End User. Google agrees to use such details, subject to the then-current Google Cloud Privacy Notice at <https://cloud.google.com/terms/cloud-privacy-notice> , only as follows:
- i. if required, to execute any non-standard End User orders;
  - ii. for purposes related to provisioning the Product(s) to End User accounts, including in connection with Service upgrades;
  - iii. if required, to notify End Users of available options to maintain continuity in provisioning of the Services if termination occurs; and
  - iv. to conduct customer service and satisfaction surveys for non-marketing purposes.
- B. CSR will be responsible for ensuring that its provision of End User Data to Google, as described in this Section 5.2, complies with all applicable legal requirements.
- 5.3. Privacy Compliance.
- A. CSR agrees to comply with the Data Processing Terms set forth in Exhibit A to this Agreement.
- B. CSR acknowledges that, in connection with the Processing of any Personal Data or personally-identifiable information undertaken in relation to this Agreement (i) Non-European Data Protection Laws may apply; and/or (ii) European Data Protection Laws

may apply if, for example, the Processing is carried out in the context of the activities of an establishment of CSR (or End User) in the EEA (or the UK) or the Personal Data relates to data subjects who are located in the EEA (or the UK) and the Processing relates to the offering to them of goods or services in the EEA (or in the UK) or the monitoring of their behavior in the EEA (or in the UK).

- i. Non-European Data Protection Laws. If non-European Data Protection Laws apply to the CSR in connection with this Agreement, CSR acknowledges that it shall be subject to and responsible for compliance with all obligations imposed on it by such laws, including the Data Protection Applicable Law to TD SYNEX Contracting Party .
  - ii. European Data Protection Laws. If European Data Protection Laws apply to CSR's Processing of Personal Data in connection with this Agreement as a Controller, CSR acknowledges that it will be subject to and responsible for complying with all obligations imposed on a Controller by such laws regarding such Processing. If European Data Protection Laws apply to CSR's Processing of Personal Data in connection with this Agreement as a Processor on behalf of any End User, CSR acknowledges that it will be subject to and responsible for complying with all obligations imposed on a Processor by such laws regarding such Processing.
  - iii. Default Requirements for Processing on behalf of End Users. Notwithstanding the CSR's obligations set forth herein:
    - i. if non-European Data Protection Laws apply to CSR, (1) CSR shall ensure that the applicable End User Agreement contains the terms required by such laws for the protection of the Personal Data or personally-identifiable information and (2) unless otherwise agreed in an applicable End User Agreement that contains such required terms, CSR shall comply with Part A of Exhibit A (Data Processing Terms for Processing on Behalf of End Users); and
    - ii. if European Data Protection Laws apply to the CSR's Processing of Personal Data as Processor, CSR will ensure that the applicable End User Agreement complies with Part B of Exhibit 1 (Data Processing Terms for Processing on Behalf of End Users) or otherwise contains data processing terms that comply with the requirements of Article 28(3) of the GDPR.
- C. As between the parties, Google is a processor, CSR is a controller and/or processor, and the End User is a controller and/or processor (as applicable) of any End User personal data, as the terms "controller", "operator", "processor" and "personal data" have the meaning given to them in the European Data Protection Legislation and the Data Protection Applicable Law to TD SYNEX Contracting Party.
- 5.4. Other Security Obligations. CSR shall be solely responsible for any and all activities on the Platform or any portal provided by Manufacturer and related accounts. CSR shall ensure that (i) only its representatives authorized to use the Platform or portal have access to End User accounts; and (ii) its authorized representatives access and use the Platform in a responsible manner; and (iii) all access credentials are managed and secured in a responsible manner. CSR must implement and enable a multi-factor authentication ("MFA") solution to access Manufacturer's cloud portals and must ensure that its End Users (including, without limitation, all instances of Manufacturer and related accounts) implement and use such MFA solution to access (i) any Distributor cloud platform or service, and (ii) any Manufacturer commercial cloud portal or any underlying service. Distributor may audit and verify CSR's or End User's activation and continued use of MFA through an API ("Application Programming Interface") or other access verification technology (e.g., bots or robots) and may access the CSR's or



End User's environment, instance and accounts without notice. CSR hereby agrees (and shall ensure that End User agrees) to Distributor's right to audit CSR's and End User's compliance regarding the activation and continued use of MFA. CSR shall defend, indemnify and hold Distributor harmless for any claims arising out of or related to CSR's failure to comply with its obligations under this section.

- 5.5. CSR agrees to indemnify, defend and hold harmless Google and TD SYNEX, at CSR's expense, from and against any and all claims, charges, demands, suits, proceedings, suits, liabilities, costs, expenses, orders, decrees, attorneys' fees, court costs, judgment or appeal and judgments, including damages of any kind arising out of or related to any actual or alleged breach of this Section 5.

## 6. Restrictions

- 6.1. Restrictions on Use. Unless specifically agreed to by Google in writing, CSR will not, and will not allow any third parties under its control or End User 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 Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, distribute, access or use the Services (i) for High Risk Activities, (ii) in a manner that avoids incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the U.S. 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 legally prohibited from using the Services, or (iv) to transmit, store or process health information subject to the U.S. HIPAA regulations, except as permitted by an executed HIPAA BAA.
- 6.2. Additional Use Restrictions. Unless otherwise permitted in the Specific Terms of Service, CSR will not (a) use, or permit End Users 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) permit an End User to use the Services to provide a hosted, outsourced or managed services solution to unaffiliated third parties, except as part of an Application that provides value other than the Services.
- 6.3. Benchmarking. CSR may conduct, and may permit End Users to conduct, benchmark tests of the Services (either directly or through a third party) (each, a "Test") and publicly disclose the results of such Tests, in each case provided that CSR (a) obtains Google's prior written consent; (b) provides Google with all information necessary to reproduce the Tests; and (c) permits Google or a third party designated by Google to conduct benchmark tests of (i) Google's publicly available products or services (if CSR or a third party designated by Google) (each, a "Test") and publicly disclose the results of such Tests; and (c) permits Google or a third party designated by Google to conduct Benchmark Tests of (i) the CSR's publicly available products or services (if the CSR or a third party directed by the CSR conducted the Test), or (ii) the End User's publicly available products or services (if the End User or a third party directed by the End User conducted the Test). Google may publicly disclose the results of any testing of the CSR's or End User's products or services. Notwithstanding the foregoing, CSR will include in the End User Agreement a prohibition against doing any 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 benchmarking or compatibility testing, benchmarking or evaluation (each, a "Test") of the Services, or (ii) disclosing the results of any such Test.

## 7. Cessation and suspension of services

- 7.1. Termination of Use of Services. CSR may stop using or reselling and/or supplying the Services at any time.

- 7.2. Project Removal. Google reserves the right to remove any Project for inactivity upon 30 days prior notice if, for a period of more than 180 days, such Project has not incurred any Fees for the Services and has no (a) active virtual machines or storage resources; and (b) associated Applications that are servicing any requests.
- 7.3. AUP Violations - Suspension by CSR. If CSR becomes aware that any Application, Project or CSR Data violates the AUP, the CSR will (as applicable) immediately suspend the Application, Project or End User's access, and/or delete the applicable CSR Data.
- 7.4. AUP Violations - Suspension by Google. If CSR fails to suspend or remove as set forth in Section 9.3 (AUP Violations - Suspension by CSR) above, or if Google becomes aware that the use of the Services by CSR, any End User or any End User of CSR is not in compliance with the AUP, Google will notify CSR of such violation and request that CSR correct such violation. Google may suspend all or part of the CSR's and/or End User's use of the Services if the CSR fails to correct such violation within 24 hours of such request.
- 7.5. Emergency for Security Concerns. Google may suspend CSR's or End User's use of the Services if necessary to comply with law or to protect the Services or Google's infrastructure that supports the Services.
- 7.6. Limitations on Suspension. If Google suspends the Services under this Agreement under the Section entitled Termination/Suspension of Services, (a) Google will notify the CSR of the cause for suspension without undue delay, to the extent permitted by law, and (b) the suspension will be the minimum extent and shortest duration necessary to resolve the cause for suspension.

## 8. Term, Termination and Suspension of the CSR

- 8.1. Term and Termination. This Agreement commences on the Effective Date and shall remain in effect for a period of twelve (12) months, unless otherwise terminated in accordance with this Agreement (the "Initial Term"). At the end of the Initial Term and each anniversary of the Initial Term, the Agreement shall automatically renew for a successive 12-month period (each 12-month period a "Renewal Term"), unless either party gives written notice of its intention not to renew at least 30 days prior to the end of the Initial Term or the Renewal Term (as applicable).
- 8.2. Termination for Convenience. Either party may terminate this Addendum at any time for convenience upon ninety (90) days prior written notice to the other party.
- 8.3. Termination Due to Applicable Law; Violation of Laws. Google may terminate this Addendum immediately upon written notice if (i) Google reasonably determines that applicable law(s) make it impracticable or unlawful to continue to provide an Application through the Catalog; or if (ii) Google believes, in good faith, that the CSR has violated or has caused Google to violate any Anti-Bribery Laws or Export Laws, or that such violation is reasonably likely to occur.
- 8.4. Automatic Termination. Termination of CSR as an End User of TD SYNEX shall result in the automatic termination of this Addendum.
- 8.5. Effect of Termination. If the Addendum expires or is terminated, then (i) all rights and licenses granted by either party to the other under this Addendum shall immediately cease; all payments owed by CSR to TD SYNEX under this Addendum shall be immediately due upon receipt of the last invoice; (iii) the CSR shall delete the Software, any Applications and Projects, and the CSR Data; further, (iv) the CSR shall inform End Users that their authorization to resell and/or provide the Services has terminated and shall provide them with any applicable assistance as described in the "Transition Assistance" Section of this Addendum.

- 8.6. Transition Assistance. CSR will provide reasonable assistance to migrate any affected End User, as requested by the End User in question, if the following occurs and the End User wishes to purchase the Service in question from another CSR authorized to distribute a particular Service: (a) the CSR is no longer authorized to distribute a particular Service under this Agreement, including upon termination of this Agreement; (b) the End User Agreement between the CSR and the End User terminates or expires for any reason and is not renewed.
- 8.7. Suspension or removal of the CSR.
- A. Suspension or Termination for Cause. TD SYNEX may suspend or terminate CSR Agreement at Google's request if:
- i. CSR is in material breach of any provision of this Agreement and, where that breach is capable of cure, fails to cure such breach within thirty-five (35) days from the date of Google's written notice to CSR of such breach;
  - ii. CSR is in material breach of any provision of this Agreement and such breach is incapable of cure;
  - iii. CSR is in breach of the Trademark Guidelines;
  - iv. CSR ceases business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days;
  - v. CSR engages in illegal or deceptive trade practices or any other conduct prohibited by the terms and conditions authorizing the CSR to resell the applicable Service;
  - vi. Google believes in good faith that the CSR has violated, or has caused Google or TD SYNEX to violate any Anti-Bribery Laws or Export Laws, or that such a violation is reasonably likely to occur;
  - vii. CSR's sale of the Services to End User would harm or devalue Google's business, brand or name; violate Google's principles or guidelines (as reasonably determined by Google); or materially breach the Agreement;
  - viii. CSR is deemed to be in material breach of the Agreement, including this Agreement, as a result of an act or omission of the CSR; or
  - ix. CSR no longer has a valid Partner Program Agreement with Google (or a Google Affiliate) authorizing the CSR to participate in the Program.

## 9. Intellectual property rights and brand characteristics

- 9.1. Intellectual Property Rights. Except as otherwise expressly stated in this Agreement, neither party will acquire any right, title or interest in any Intellectual Property Rights owned by the other party, or the other party's licensors. All ownership rights, title and Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner. Google retains all Intellectual Property Rights in the Services.
- 9.2. Brand Features Licenses. By Authorized Subcontractor. TD SYNEX may include Authorized CSR's name and/or Authorized CSR's trade names, trademarks or service marks in a list of Authorized CSR participants in TD SYNEX's promotional materials, in presentations and on TD SYNEX's website. Unless otherwise stipulated, neither party shall make any public statements, including issuance of press releases or announcements, or any marketing, advertising or other party.
- 9.3. Publicity. CSR shall not make any public statement in connection with this Addendum without prior written approval.

- 9.4. Copyright Policy. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from copyright holders. Google will respond to notices of alleged copyright infringement and may terminate the accounts of repeat infringers in appropriate circumstances, as required to maintain a "safe harbor" under the U.S. Digital Millennium Copyright Act. If CSR believes that a person or entity is infringing CSR's or its End Users' copyrights and wishes to notify Google, CSR can find information about submitting notices and Google's policy on responding to notices at <http://www.google.com/dmca.html> .

## 10. Indemnification and limitation of liability

- 10.1. Indemnification. CSR shall indemnify, defend and hold harmless TD SYNEX and Google against (a) any settlement amounts approved by CSR; and (b) any damages, reasonable attorneys' fees or other costs incurred by Google and/or TD SYNEX arising out of or related to:
- i. Infringement of any third party intellectual property rights by CSR or End User;
  - ii. Any deficiency (including penalties and interest) related to taxes that are the responsibility of the CSR;
  - iii. CSR's breach of any obligation or liability under this Agreement;
  - iv. Any Integrated Solution, Application, Project, Partner Data or Partner Brand Features;
  - v. CSR's or any of its End User's use of the Services in violation of the AUP; or
  - vi. Data maintained or submitted by CSR through the products and services offered by the CSR in connection with the Services purchased under this Agreement.
- 10.2. Limitation of Liability. The limitation of liability provisions of the Terms and Conditions shall be incorporated herein by reference.

## 11. Miscellaneous

- 11.1. Independent contractors. TD SYNEX, CSR and Google are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Google and the CSR, regardless of the use of the term "Authorized CSR" or "Certified" or other similar designations. Neither party shall represent that it has authority to make commitments or create obligations, express or implied, on behalf of the other party.
- 11.2. Google as Third-Party Beneficiary. CSR expressly agrees that Google is a Third-Party Beneficiary with the right to enforce the provisions of this Specific Addendum.
- 11.3. Anti-Bribery and Anti-Corruption Requirements. CSR acknowledges and agrees that it is subject to all Anti-Corruption Laws. The parties shall comply with all applicable Anti-Corruption Laws. CSR shall not use its own money or monies/consideration paid to it for any unlawful purposes, and/or directly or indirectly offer, promise, give, solicit or accept anything of value to or from a government official, government-controlled enterprise or company, political party or any other person or company to gain an improper advantage or improperly influence any act or decision. If CSR breaches this section, CSR shall indemnify, defend and hold harmless TD SYNEX against any third-party claim related to the violation of any Anti-Corruption Laws.

## 12. Definitions

"Acceptable Use Policy" or "AUP" refers to the then-current acceptable use policy for the Services stated at <https://cloud.google.com/cloud/terms/aup> . For purposes of the Agreement, references to "Customer" in the AUP refer to the CSR.

"Account" refers to CSR's Google Cloud Platform account.

"Application(s)" means any software program that CSR or End User creates or hosts using the Services.

"BAA" or "Business Associate Agreement" is an addendum to this Addendum covering the handling of Protected Health Information (as defined in HIPAA).

"Committed Purchase(s)" means the CSR's commitment to spend a specified amount for the use of the Services, for a specified period of time, whether or not the CSR uses such Services.

"Committed Units" has the meaning stated in the Specific Conditions of Service.

"End User (s)" means an entity having a principal place of business within the Applicable Territory and to whom CSR resells and/or provides the Services. "End User(s)" includes Public Sector Customers.

"Public Sector End Use(s)" means any national or foreign public entity at federal, state, district, municipal level or other political subdivision, and whether as a part of the executive, legislative, judicial, regulatory, or administrative agency, directly or indirectly, including any authority, entity, regulatory or administrative body, department, commission, secretariat, council, agency or authority, court, tribunal, board, bureau, self-regulatory entity, an arbitration body, a territory-owned company, mixed capital company or public foundation, as defined by applicable law.

"Data Processing and Security Terms" means the terms set forth in Exhibit A.

"Discount" means the applicable discount in the Program Guide. Such discount will not apply to third party offerings available under a different Google Cloud Platform SKU.

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

"Feedback" means comments or suggestions about the Services provided to Google or TD SYNEX by the CSR or End User.

"Rates" means (a) unless otherwise agreed in writing in the applicable appendices to this Addendum, the applicable rates in effect for the Services set forth at <http://cloud.google.com/skus> , less the applicable Discount, (b) the applicable TSS rates set forth at <http://cloud.google.com/skus> (as may be updated from time to time) less the applicable Discount, and (c) any applicable Taxes.

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

"HIPAA" refers to the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations issued thereunder.

"Indemnified Liabilities" means (a) the amounts of settlements approved by the indemnifying party and (b) damages and costs finally awarded to the indemnified party and its Affiliates by a court of competent jurisdiction.



"Instance" means a virtual machine instance, configured and managed by CSR or End User, which runs on the applicable Services.

"Integrated Solution" means the CSR's offering of commercial products or services that are integrated with the Services.

"Map Services" means the Google Maps services made available by Google.

"Package Purchase" means the CSR's commitment to purchase a specific package of the Services for a specified period of time, regardless of whether the CSR or the End User uses such Services.

"CSR Data" means data provided to Google by or on behalf of CSRs and End Users through the Services under the Account, and data that CSRs and End Users obtain from such data through their use of the Services.

"Project" means a collection of Google Cloud Platform resources configured by the CSR or End User through the Services.

"Services", also referred to as "Products", means the then-current Google Cloud Platform services as described in the Services Summary (including 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 Program Effective Date, in each case determined by Google (in its sole discretion) to require additional terms. For clarity, this Addendum does not authorize CSR to resell Restricted Services, and TD SYNEX may require CSR to enter into an Addendum to this Agreement to resell Restricted Services.

"Services Summary" refers to the summary of 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 each or more Services or Software described at <https://cloud.google.com/cloud/terms/service-terms> .

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

"Software" means any downloadable tools, software development kits or other similar computer software provided by Google for use in connection with the Services, which may be downloaded by CSR or End User, as well as any updates that Google may make to such Software from time to time.

"Suspend" or "Suspend" means to disable access to or use of the Services, or to components thereof.

"Territory" means the Applicable Territory corresponding to the TD SYNEX Contracting Party specified in Exhibit I of the Terms and Conditions. The CSR may not collect orders or receive payments for Services from any End User located outside the Applicable Territory. Affiliates of the CSR are not authorized to transact under this Agreement unless otherwise authorized in writing by TD SYNEX.

"TSS" means the then-current Google Cloud Platform support service provided by Google or TD SYNEX to the CSR under the TSSG.

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

## EXHIBIT A

### Data Processing Terms for Processing on Behalf of End Users (“Data Processing Terms”)

#### PART A:

CSR will do the following, at a minimum, regarding all personal data or personally identifiable information (“Personal Data”) that it processes on behalf of or under the instructions of an End User:

(a) comply with, and solely act upon, the instructions of or on behalf of that End User, in connection with the processing of that personal data;

(b) will not process such personal data for any purpose other than the performance of its obligations under this Agreement or the End User Agreement;

(c) ensure that appropriate technical and organizational measures are taken to prevent unauthorized or unlawful processing of such data and against loss or destruction of, or damage to, such personal data;

(d) ensure the reliability of, and be responsible for, all employees, agents and contractors of the CSR who will have access to such personal data;

(e) not to cause the End User to violate, by act or omission, the Data Protection Laws;

(f) immediately inform the End User about any suspected or confirmed breach of data protection, or about unauthorized or unlawful processing, loss or destruction of, or damage to, such personal data; and

(g) ensure that any third party subcontractor engaged by the CSR to process such personal data on behalf of the End User only uses and accesses such data in accordance with the terms of this Agreement and is subject to written obligations requiring it to provide at least the level of data protection required in this Part A.

**PART B:**

1. The CSR shall ensure that the applicable End User Agreement obligates the CSR to commit to the following:
  - (a) only process personal data in relation to which the End User is the data controller in accordance with such End User's written instructions or on its behalf, unless the European or national law to which the CSR is subject requires other processing of such personal data, in which case the CSR shall inform the End User (unless such law prohibits the CSR from doing so for important reasons of public interest);
  - (b) shall only process such personal data for the performance of the CSR's obligations under this Agreement or the End User Agreement;
  - (c) ensure that appropriate technical and organizational measures are taken to prevent unauthorized or unlawful processing of such data and against loss or destruction of, or damage to, such personal data;
  - (d) ensure that all employees, agents and contractors of the CSR who have access to such personal data have agreed to confidentiality or are subject to an appropriate confidentiality obligation;
  - (e) not to put that End User, by any act or omission, in breach of the Data Protection Laws;
  - (f) inform the End User without delay and promptly of any breach of data protection or unauthorized or unlawful processing, loss or destruction of personal data or damage to personal data;

- (g) obtain prior consent to engage any third party subcontractor to process such personal data on behalf of the End User and ensure that such third party subcontractor only uses and accesses such data in accordance with the terms of the End User Agreement and is bound by written obligations requiring it to provide at least the level of data protection required by this Agreement;
  - (h) taking into account the nature of the processing, assist the End User by appropriate technical and organizational measures, as far as possible, for the fulfillment of the End User's obligations under the Data Protection Laws to respond to requests to exercise the data subject's rights;
  - (i) assist the End User in ensuring compliance with all applicable obligations under the Data Protection Laws relating to security, breach notification, data protection impact assessments and prior consultation with regulatory authorities, taking into account the nature of the processing and the information available to the CSR;
  - (j) at the Customer's option, delete or return all personal data to the End User upon termination of the provision of the Services and delete existing copies, unless prohibited by applicable law;
  - (k) make available to the End User all information necessary to demonstrate the CSR's compliance with the obligations imposed by the End User Agreement in relation to personal data and to allow and contribute to audits, including inspections, conducted by the End User or another auditor commissioned by the End User; and
  - (l) not to process, or cause to be processed, such personal data outside the relevant territory, unless the CSR adopts a compliance solution that allows the lawful transfer of the personal data to a third country in accordance with the Data Protection Laws.
2. The terms "processing", "personal data", "processor" and "controller" as used in this Part B have the meanings given to them in the European Data Protection Laws.
  3. "Data Protection Laws", as used in this Part B, means, as applicable: (a) the European Data Protection Laws, including but not limited to (i) EU or EU Member State law (if the EU GDPR applies to the Processing of the relevant Personal Data), (ii) the law of the United Kingdom or a part of the United Kingdom (if the UK GDPR applies to the Processing of the relevant Personal Data); and (b) non-European Data Protection Laws, including the Laws Applicable to the TD SYNEX Contracting Party on Data Protection.

## EXHIBIT B

### Google Workspace Product Schedule

"**Google Workspace Product**" means, for the purposes of this Addendum only, the current Google Workspace Services made available by Google for resale or provision 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 provision under the Program, as further described at <https://cloud.google.com/terms/services/> , excluding Restricted Services as defined in the GCP Product Addendum. This Addendum does not authorize the CSR to distribute the Restricted Services. TD SYNnex may require CSR to enter into additional agreements to resell the Restricted Services.



## EXHIBIT C

### SecOps Services Exhibit to the CSR SPECIFIC ADDENDUM: GOOGLE CLOUD PLATFORM

1. **Authorization to Resell SecOps Services.** This SecOps Services Exhibit authorizes CSR to resell the SecOps Services in accordance with this SecOps Services Exhibit, the Specific Addendum, and the Agreement.
2. **CSR and Distributor Obligations.** Unless Distributor informs CSR otherwise in writing, the following apply:
  - 2.1 **Ordering.** For the purposes of this SecOps Services Exhibit, the Section entitled “Order Forms; Order Fulfillment and Special Terms” (or similar) in the Services Exhibit and/or in the Terms and Conditions does not apply. To purchase any SecOps Services from Distributor, CSR must submit all orders for SecOps Services by using the ordering tools or other Distributor-provided order forms, as may be required by Google from time to time (each, an “**Order Form**”). Each Order Form will be for the term identified on the Order Form, and will identify the Subaccount of the CSR’s Account established solely for the End User identified in the Order Form (the original term and any renewal term(s) shall be the “**Order Term**”). CSR is responsible for: (a) ensuring that each Order Form contains complete and accurate information; (b) submitting each Order Form to Distributor; and (c) providing any additional End User contact details reasonably required for the provision of SecOps Services. Upon Distributor’s acceptance of an Order Form, it will form a valid and binding ordering document under this Exhibit to provide SecOps Services to the relevant Subaccount. CSR may, during the Order Term, submit additional Order Forms to Distributor to add additional Deployment Attributes for a prorated term during an Order Term. Distributor reserves the right to reject any Order Form for any reason.
  - 2.2 **Order Termination.** Upon expiration of the Order Term, the SecOps Services will no longer be available for the relevant Subaccount.
  - 2.3 **Usage and Invoicing.** CSR will pay all Fees for the SecOps Services. Distributor will invoice CSR for the Fees as described in the applicable Order Form. Distributor reserves the right to issue additional invoices to CSR in arrears if a End User’s usage of SecOps Services exceeds the licenses in the Order Form. Any such additional usage will be quoted by Distributor For the avoidance of doubt, where CSR has a Minimum Commitment to Distributor associated with a Google Cloud Platform Addendum or Google Cloud Addendum (“**Pricing Addendum**”), the security service family SKUs that are available at <https://cloud.google.com/skus/other> will count toward CSR’s Minimum Commitment obligation under the Subaccount.
  - 2.4 **End User Agreements.** In addition to Section “CSR Agreements with End User” of the Specific Addendum, CSR will include the following terms in all End User Agreements where the End User has ordered any SecOps Services: (a) the SecOps Service Specific Terms; and (b) provisions specifying that during the Order Term, End User must comply with any additional terms set out in an Order Form specifying terms the End User must comply with during the Order Term.
  - 2.6 **Free Trials.** Where a End User requests a free proof of concept trial of the SecOps Services (each, a “**Free Trial**”), then CSR may, at Distributor’s discretion, either (a) direct End User to Distributor or as the case may be to Google, and Google will provision a Free Trial Account to End User at Google’s discretion; or (b) directly offer End User a Free Trial, provided that (i) CSR complies with its obligations under this Exhibit, the Specific Addendum and the Agreement, (ii) the maximum duration of each Free Trial will be no more than ninety (90) days beginning when the SecOps Services are made available to End User (“**Free Trial Start Date**”), and (iii) Distributor may terminate Free Trials as may be directed by Google upon notice to CSR. If CSR directly offers a Free Trial to a End User under Subsection (b) of this Section, then, in addition to CSR’s obligations under Section 2.4 (End User Agreements), CSR will include the following additional terms in its End User Agreements: (x) a Free Trial will operate until the earlier of (i) the end of the trial period for which End User registered, (ii) the start date ordered by End

User pursuant to a paid order form, or (iii) termination by Google or CSR (the “**Trial Period**”); (y) when a Free Trial ends or terminates, End User will no longer have access to the SecOps Services; and (z) FOR FREE TRIALS, THE SECOPS SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND; ANY SERVICE LEVEL AGREEMENTS DO NOT APPLY TO FREE TRIALS AND CSR WILL DISCLAIM ALL LIABILITY FOR GOOGLE AND DISTRIBUTOR IN CONNECTION WITH A FREE TRIAL (TO THE EXTENT PERMITTED BY APPLICABLE LAW).

## 2.7 CSR Demo Grants.

- (a) Access Grant. Subject to the terms of this Exhibit and the SecOps Services Terms, Distributor grants to CSR during the term of this Exhibit a nonexclusive, nontransferable, limited license and/or right (as applicable) to use and access one Instance of the Services:
- (i) internally, for the sole purpose of internal evaluation and internal employee training on the SecOps Services to enable such employees to fulfill CSR’s obligations under this Exhibit;
  - (ii) to demonstrate, market, and promote the SecOps Services to End Users; and
  - (iii) for the purpose of providing technical support to End Users.
- (b) Additional Use Restrictions. Except as expressly permitted in this Exhibit, CSR shall not, and shall not authorize or assist any third party to: (a) remove or alter any copyright, trademark or other proprietary notices (including without limitation any license files) from the Services; (b) disclose results of any benchmark or other performance tests related to the Services to any third party; (c) access or use the Services or permit it to be accessed or used for purposes of: (i) Service evaluation benchmarking or other comparative analysis, or (ii) building a competitive Service or service or copying its features or interface; or (d) except as expressly permitted hereto, distribute, sell, sublicense, rent, lease or provide access to the Services, or use or provide the Services (or any portion thereof) for time sharing, hosting, service provider or similar purposes.

## 3. Modifications to the Specific Addendum.

3.1 Definitions. For purposes of this Exhibit, the following definitions in Section (Definitions) of the Specific Addendum are given the meanings defined for them in Section 5 (Additional Definitions) of this Exhibit: (a) Data Processing and Security Terms; (b) Fees; (c) Services; (d) Projects; (e) Services; (f) Service Specific Terms; (g) Services Summary; and (h) SLA.

3.2 Admin Console. Section 1.1 (Admin Console) is added to Section 1 of the Specific Addendum:

*“1.1 Account. Google will provide CSR an Account to access the Services, through which CSR may manage its and End Users’ use of the Services.”*

3.3 Projects and Applications; End User Report; and Committed Units.

- (a) Section 4.2 (Projects and Applications), and 4.3 (End User Report) of the Specific Addendum do not apply to this Exhibit.
- (b) All references to Committed Units in the Specific Addendum do not apply with respect to this Exhibit.

#### 4. **Termination and Wind Down Period.**

Either party may terminate this Exhibit for convenience on 90 days' prior written notice to the other party. If either party gives notice of termination for convenience of this Exhibit, the Exhibit will remain in force solely to the extent required by the Wind Down Period, except that during such period the Exhibit will be modified by the following additional terms, which will prevail over any conflicting terms in the Program Guide, the Specific Addendum or the Agreement excluding this Exhibit:

- i. CSR may not accept orders for SecOps Services from new End Users and/or accept new orders from existing End Users; and
- ii. CSR may not renew any Order Forms.

Upon the expiration of the Wind Down Period: (i) all rights and licenses granted by either party to the other under this Exhibit will cease; (ii) notwithstanding the Section entitled "Payment" of the Specific Addendum, all payments owed by CSR to Distributor under this Exhibit become immediately due upon receipt of the final invoice; and (iii) CSR will inform End Users that CSR's authorization to resell and/or supply SecOps Services has ended. For clarity, no additional Wind Down Period will apply.

#### 5. **Additional Definitions.** Where there is a conflict between the definitions under the Specific Addendum and this Exhibit, this Exhibit shall take precedence. For this Exhibit, the following additional definitions apply:

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

"**Deployment Attributes**" means the quantified usage of the Services or other scope of use restrictions as specified on an Order Form.

"**Fees**" means the then-current applicable fees for SecOps Services as specified in the applicable Order Form.

"**Instance**" means one single configuration of the Services. Each Instance requires a unique service license key to operate. Multiple identically configured Instances running with separate configurations are considered separate instances.

"**Project**" means an Instance of the SecOps Services configured and used by End User.

"**SecOps Services**" means the Services, TSS, Software, and/or other Services/services that may be made available to CSR for resale.

"**SecOps Services Terms**" means the "**SecOps Services Agreement**" described at: <https://cloud.google.com/terms/secops>, and any incorporated terms therein that pertain to the SecOps Services.

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

"**Services**" also referred to as "**Products**" means the then-current SecOps Services as described at the Services Summary (including any associated APIs).

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

**“Subaccount”** means a sub-billing account linked to the CSR’s GCP Account for the applicable End User.

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

**“Wind Down Period”** means the period beginning on the effective date of a notice of termination for convenience given by either party under Section 4 of this SecOps Service Exhibit and ending when one party notifies the other party that no Order Form is in effect.

6. The terms and conditions of this Exhibit supplement and prevail over the Specific Addendum accepted by the CSR, with respect to SecOps Services only. In the event of any conflict between this SecOps Services Exhibit and the Specific Addendum, the provisions of this SecOps Services Exhibit shall prevail.