

GOOGLE CLOUD PARTNER ADVANTAGE PROGRAM AGREEMENT

This Google Cloud Partner Advantage Program Agreement (the “Agreement”) is between Google LLC (“Google”) and the entity accepting this agreement (“Company”).

If you are accepting this Agreement on behalf of Company, you represent and warrant that: (a) you have full legal authority to bind Company to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of Company, to this Agreement. If you do not have legal authority to bind, please do not check the checkbox to indicate your agreement to these terms.

1. Google Cloud Partner Advantage

1.1 Program Overview. This Agreement governs Company and relevant Affiliates’ membership in Google Cloud Partner Advantage program (“Program”). Together with the Program Guide, this Agreement defines the terms that govern Google’s and Company’s relationship and commitments under the Program.

1.2 Affiliate Participation. Company may authorize its Affiliates to participate in the Program as long as Company remains fully liable for its Affiliates’ compliance with the terms of this Agreement and accepts full liability as between the parties for the actions, inactions, or both, of its Affiliates. Any breach of the terms of this Agreement by an Affiliate will be considered a breach by Company. Google reserves the right to require, by notice in writing, that Company cease to allow certain Affiliates to participate in the Program.

1.3 Program Guide. The Program Guide contains general information about the Program and describes the Program requirements and benefits. The Program Guide is incorporated into this Agreement by this reference; if there is any conflict between a provision in the Program Guide and this Agreement, the Program Guide will govern.

1.4 Program Membership; Requirements. Subject to this Agreement, Google appoints and authorizes Company to participate in the Program, at the Levels and Engagement Models (as applicable) communicated by Google to Company from time to time. Company must meet the requirements for the applicable membership level as detailed in the Program Guide. Google reserves the right to request information from Company to confirm that Company is fulfilling the obligations of this Agreement and the applicable membership level requirements. Company agrees to cooperate with Google on all such inquiries, and to provide Google with all reasonably requested information relevant to its participation in the Program.

1.5 Program Changes. Google may modify the Program and the Program Guide, including any condition, requirement, benefit or branding, at any time. Google will provide 30 days’ notice of material changes to the Program or Program Guide. The up to date version of the Program

Guide is available on the Program Resource Site or at another location made available to the Company. Company's continued participation in the Program is subject to Company's compliance with such updated Program or Program Guide. Company should periodically review the Program Guide to ensure compliance with any updates.

1.6 Program Feedback. Company consents to Google contacting Company (e.g. by email) for any of the following purposes: (a) regarding Program updates relating to the Products; (b) with relevant Google Cloud promotional materials, and/or (c) to reasonably request information from Company about Company's business and customers as it relates to the Program. Company represents and warrants that it has obtained the consents necessary for Google to send these communications to its representatives.

1.7 Partner Tools. Google may make certain Partner Tools available to Company. Company is responsible for complying with, and ensuring that its employees, agents, and representatives comply with, any applicable policies and terms governing access to such Partner Tools.

2. Restrictions and Requirements

2.1 Misleading Statements. Company will not make any unauthorized, false, misleading or illegal statements in connection with this Agreement, or regarding the Products. Company will not make any representations or warranties concerning the Products on behalf of Google. Google will not be responsible for any representations or warranties made by Company concerning the Products.

2.2 No Resale. Except as expressly stated otherwise in this Agreement, this Agreement does not authorize distribution, resale, or supply of any Products.

2.3 Company Privacy Compliance. Company is responsible for maintaining appropriate privacy policies as required in accordance with applicable laws. Company acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement (if any): (i) Non-European Data Protection Legislation may apply; and/or (ii) the European Data Protection Legislation may apply. Neither Company nor Google will be acting as the other party's processor in connection with this Agreement. The terms "processing" and "personal data" as used in this Section 2.3 have the meanings given in the European Data Protection Legislation.

2.4 Customer Contact Details. Company agrees it will only disclose customer contact details to Google in connection with this Agreement if it has obtained the appropriate consents from such customer and/or its representatives, as applicable, to allow Google or a Google-authorized partner to use such details to communicate directly with the customer for purposes related to Google (or Google authorized partners) soliciting a direct or indirect sales or service provider relationship with such customer.

2.5 **Branding.** In connection with its participation under this Agreement, Company (but not its subcontractors) may refer to itself using the branding and badging it qualifies for as stated in the Program Guide but will not make representations inconsistent with Section 11.6 (No Agency) of this Agreement.

3. Term and Termination

3.1 **Term.** This Agreement is entered into as of the Effective Date and will continue until terminated in accordance with these terms (the “Term”).

3.2 Termination.

3.2.1 **Termination for Convenience.** Each party has the right to terminate this Agreement at any time, with or without cause, by giving 30 days’ advance written notice to the other party.

3.2.2 **Termination for Breach.** Either party may terminate this Agreement for breach if the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice. Google may terminate this Agreement immediately on written notice to Company if Google believes, in good faith, that the Company has violated or caused Google to violate any Anti-Bribery Laws, or that such a violation is reasonably likely to occur.

4. Brand Features

4.1 Brand Features

4.1.1 **By Google.** Subject to this Agreement (including the Program Guide) and Company being accepted into the Partner Level or Premier Level of the Program, Google grants Company a non-exclusive, non-royalty bearing, and non-sublicensable license during the Term to display Google’s Brand Features solely for the purpose of Company’s marketing of the Products, subject to, and in accordance with, this Agreement and the Trademark Guidelines.

4.1.2 **By Company.** Company grants to Google a non-exclusive, non-royalty bearing, and non-sublicensable licence to include Company’s Brand Features during the Term in presentations, materials related to the Program and marketing materials.

4.2 Brand Features Limitations.

4.2.1 **Restricted Use.** Each party may use the other party’s Brand Features only as expressly permitted in this Agreement. A party may revoke the other party’s right

to use its Brand Features under this Agreement with written notice to the other and a reasonable period to stop the use.

4.2.2 Goodwill. All goodwill arising from the use by Company of Google's Brand Features will belong to Google. All goodwill arising from the use by Google of Company's Brand Features will belong to Company.

5. Publicity

Company may not make any public statement regarding this Agreement without Google's written approval. Google's approval may be via e-mail and will not be unreasonably withheld or delayed. Company does not need to seek approval from Google if Company is repeating a public statement that is substantially similar to a public statement previously approved by Google in accordance with this Agreement. Google may include Company's name and/or Company's Brand Features in a list of Program participants in Google's promotional materials. Google may orally state that Company is a participant in the Program.

6. Intellectual Property Rights

Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in any of the Intellectual Property Rights belonging to the other party. Google (or its suppliers) owns all Intellectual Property Rights in the Products.

7. Confidentiality

7.1 Confidential Information. The recipient of any Confidential Information will not disclose that information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using no less than reasonable care to keep it confidential. The recipient may also disclose Confidential Information to the extent required by applicable Legal Process if the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, Company is responsible for responding to all third-party requests concerning its participation in the Program.

8. Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE, ITS LICENSORS AND SUPPLIERS MAKE NO CONDITIONS, WARRANTIES, OR OTHER COMMITMENTS (WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMANCE WITH A DESCRIPTION) REGARDING THE PRODUCTS EXCEPT AS OTHERWISE EXPRESSLY STATED UNDER THIS AGREEMENT.

9. Limitation of Liability

9.1 Liability. IN THIS SECTION 9, “**LIABILITY**” MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

9.2 Limitations. EXCEPT AS STATED IN SECTION 9.3,

- (a) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR:
 - (i) THE OTHER PARTY’S LOST REVENUES;
 - (ii) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR
 - (iii) EXEMPLARY OR PUNITIVE DAMAGES; AND
- (b) EXCEPT AS STATED IN SECTIONS 9.2(c) or 9.2(d), EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO US\$1000; AND
- (c) EACH PARTY’S TOTAL AGGREGATE LIABILITY FOR ALL ALLEGATIONS AND THIRD-PARTY LEGAL PROCEEDINGS UNDER SECTION 10 (DEFENSE AND INDEMNITY) IS LIMITED TO ONE MILLION DOLLARS (\$1,000,000USD); AND
- (d) EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO BREACH OF SECTION 7 (CONFIDENTIALITY) IS LIMITED TO ONE MILLION DOLLARS (\$1,000,000USD).

9.3 Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY’S LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;
- (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (c) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS;
- (d) PAYMENT OF THE APPLICABLE FEES FOR GOOGLE SERVICES; OR
- (e) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Defense and Indemnity

10.1 Google Indemnification Obligations. Subject to Sections 10.3 (Exclusions) and 10.4 (Conditions), Google will defend Company, and indemnify Company against (a) settlement amounts approved by Google and (b) damages and costs awarded in a final judgement against the Company by a competent court, in any third-party legal proceeding to the extent arising from an allegation that Company's use of Google's Brand Features in accordance with this Agreement infringe the third party's Intellectual Property Rights.

10.2 Company Indemnification Obligations. Subject to Sections 10.3 (Exclusions) and 10.4 (Conditions), Company will defend Google and its Affiliates, and indemnify Google and its Affiliates against (a) settlement amounts approved by Company and (b) damages and costs awarded in a final judgement against Google by a competent court, in any third-party legal proceeding to the extent arising from:

- (i) facts that would constitute a breach by Company or its Affiliate of its obligations in the following sections of the Agreement: Sections 2.1 (Misleading Statements); Section 11.11 (Compliance with Laws); Section 11.12 (Compliance with Anti-Bribery Laws); or
- (ii) an allegation that Google's use of Company's Brand features in accordance with this Agreement infringes the third party's Intellectual Property Rights.

10.3 Exclusions. The indemnification obligations in this Section 10 will not apply to the extent the underlying allegation arises from the indemnified party's breach of this Agreement or from modifications or combinations to the indemnifying party's Brand Features that were not provided by the indemnifying party.

10.4 Conditions. Section 10.1 (Obligations) is conditioned on the indemnified party: (a) promptly notifying the indemnifying party in writing of any allegations that preceded the legal proceeding; and (b) tendering sole control of the indemnified portion of the legal proceeding to

indemnifying party. The indemnified party may appoint its own non-controlling counsel, at its own expense.

10.5 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 10 states the parties' only rights and obligations under this Agreement for third-party allegations and legal proceedings.

11. Miscellaneous

11.1 Notices. All notices of termination or breach must be in English, in writing and addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

11.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to a Google Affiliate but only if: (a) the assignee agrees in writing to be bound by the terms of this agreement; and (b) the assigning party remains liable for obligations under the Agreement incurred before the assignment. Any other attempt to transfer or assign is void.

11.3 Change of Control. If a party experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) other than in the context of an internal restructuring or reorganization of Google and its Affiliates: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and 30 days after it receives that written notice. If the other party has not exercised its right of termination under this Section within 30 days of receipt of notice of the change of Control, that right of termination will expire.

11.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.5 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

11.6 No Agency. Regardless of any use of the term "partner" (or any other designation) in the Program Guide, the Program Resource Site, or this Agreement, nothing is intended to, or will, create any partnership or agency between the parties nor authorize Company to represent to customers or others that it is authorized to act on behalf of Google in any way.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Severability. To the extent any term of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

11.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

11.10 Governing Law. This Agreement is governed by California law, excluding California's conflict of laws rules, and the parties submit to the exclusive jurisdiction of the courts in Santa Clara County, California in relation to any dispute (contractual or non-contractual) concerning this Agreement, but either party may apply to any court for an injunction or other relief to protect its intellectual property rights.

11.11 Compliance with Laws. Company will comply with, and will not attempt to cause a violation of, all applicable laws, rules or regulations, including all applicable export control and sanctions laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

11.12 Compliance with Anti-Bribery Laws. In performing its obligations under this Agreement, Company will comply with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, Company will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

11.12.1 Anti-Bribery Due Diligence Process. Company will make commercially reasonable and good faith efforts to comply with Google's anti-bribery due diligence process, including providing requested information.

11.12.2 Records and Audit. Company will keep and maintain complete and accurate books, records and accounts relating to this Agreement. During the Term, and for a period of one year after the Term, if Company receives reasonable prior notice from Google, Company will give Google or an accountant(s) or auditor(s) appointed by Google access during normal business hours to Company's relevant books and records to the extent reasonably necessary to verify, at Google's cost, Company's continuing full compliance with this Agreement and all applicable laws.

11.13 Translation. If this Agreement is translated into any other language, the translation will be for reference purposes only, and only the English version will be legally binding. If there is discrepancy between the English text and the translated text, the English text will govern.

11.14 Survival. The following provisions will survive any termination of this Agreement: Sections 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification) and Section 11 (Miscellaneous).

11.15 Entire Agreement. This Agreement, including the Program Guide, states all terms agreed between the parties and supersedes any Legacy Partner Program Agreement Company may have in place with Google. Any Legacy Partner Program Agreement Company has in place with Google is terminated upon the Effective Date of this Agreement. This Agreement is effective as of the date accepted online and states all terms agreed between the parties with respect to its subject matter and supersedes and terminates all other agreements between the parties relating to the Company's participation in the Program. If Company has signed (i) an offline variant of this Agreement to allow Company to participate in the Program or (ii) a Google Cloud Partner Advantage Commercial Partner Agreement to allow Company to resell and/or supply certain Products under the Program, the terms in this online Agreement do not apply to the Company, and the Company's offline terms or Google Cloud Partner Advantage Commercial Partner Agreement terms govern the Company's participation in the Program.

12. Definitions

"Affiliate" means in relation to each of the parties, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive Brand Features of each party (and where the party is Google, include the Brand Features of a Google Affiliate), respectively, as secured by such party from time to time.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, 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.

"Control" means control of greater than fifty percent of the voting rights or equity interests of a party.

"Effective Date" means (as applicable) the date Company clicks the "I agree to the Terms & Conditions" checkbox or the latest of the signature dates below.

"Engagement Model" refers to a defined Program category as stated in the Program Guide.

“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.

“Legacy Partner Program Agreement” means any of the following:

(i) Cloud Platform Program Agreement; (ii) Cloud Platform Technology Partner Agreement; (iii) Cloud Platform Services Partner Agreement; (iv) G Suite Partner Program Agreement, or (v) any agreement, other than this Agreement, previously entered between the parties relating to the Company’s participation in the Program.

“Legal Process” means a request for disclosure of data made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Level(s)” refers to a defined membership level as stated in the Program Guide.

“Partner API(s)” means the APIs specified by Google and made available to eligible Program participants under the Google APIs Terms of Services at <https://developers.google.com/terms/> (as such URL and terms may be updated or modified from time to time).

“Partner Level” has the meaning given in the Program Guide.

“Partner Tools” means Partner API and any tools provided by Google to facilitate Company’s performance of its obligations under this Agreement, including those tools provided to Company (if any) through the Program Resource Site.

“Premier Level” has the meaning given in the Program Guide.

“Products” means the Google Cloud products and services covered by the Program, formerly referred to as Google Cloud and Google for Education products, as further described at the Program Resource Site.

“Program Guide” means the then-current Google Cloud Partner Advantage Guide, available at the Program Resource Site.

“Program Resource Site” means the Google website <https://vector.my.salesforce.com/GCPPRM/s/> that makes relevant information regarding the Program available to Program participants (as the content at such URL and the URL itself may be updated or modified by Google from time to time).

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

