

Authorized Google Cloud Reseller Agreement

(Cover Page)

Between:

XYZ Inc. Ltd.

Plot No: 42, Gachibowli
Hyderabad, Telangana, India -
500032
1800 432 1202
reception@xyz.com

And:

Google Inc.

Google India Pvt. Ltd.
Vittal Rao Nagar, Madhapur
Hyderabad, Telangana, India -
500032
+91-40-68484000
support@googlecloud.com

Reseller: XYZ Inc Ltd.	Vendor: Google Inc.
Signature: _____	Signature: _____
Name: Tejaswi Modi	Name: Mark Davidson
Title: VP Supplier Mgmt	Title: Sales Specialist
Date: 1 st April, 2023	Date: 1 st April, 2023
Address: Plot No: 42, Gachibowli, Hyderabad, Telangana, India - 500032, 1800 432 1202	Address: Google India Pvt. Ltd., Vittal Rao Nagar, Madhapur Hyderabad, Telangana, India - 500032, +91-40-68484000

Reseller	XYZ Corporation Limited
Minimum Purchase Requirement	\$50,000/Month
Territory	Global
Discount	5%
Effective Date	1 st May, 2023
Vendor point of contact	Mark Davidson

Recitals:

- I. XYZ Inc. has entered into agreement with supplier, under which supplier provides Software and Licenses to XYZ Inc. both for its own and its group entities and for provision for its customers on the terms and conditions of this agreement
- II. Supplier agrees to supply the supplies to XYZ Inc. on the terms and conditions of this agreement.

General

G1 Term

G1.1 Term:

The term of this agreement commences on the commencement date and unless terminated earlier, ends at the later of

- a. The end of the initial period and if extended in accordance with G1.2, any extension periods; and
- b. The date all Statement of work and purchase orders have been completed

G1.2 Extensions

XYZ may extend this agreement for one or more extension periods by giving supplier at least 20 business days' notice before the end of the then-current term.

G2 Ordering and Supplies

G2.1 Purchase orders:

XYZ may order supplies during the ordering period by issuing a purchase order to the supplier. The supplier will not be obliged to provide and must not charge XYZ for any supplies unless and until XYZ has issued a purchase order for those supplies. Each purchase order becomes part of this agreement. XYZ will, for all strategic customers and where appropriate other customers, issue purchase orders that will co-term with the earlier of, the end date of this agreement or the end date of the relevant agreement between XYZ and its customer that is subject to the services being provided by the supplier.

G2.2 Statements of Work:

The parties may agree further terms for a specific scope of supplies in a SOW. Each SOW becomes part of this agreement.

G2.3 Online ordering and invoicing:

XYZ may make an online ordering and invoicing facility available to the supplier, in which case the supplier must use that facility for ordering and invoicing under this agreement.

G2.4 XYZ Group Entities:

XYZ Group Entities may receive, use and enjoy the benefits of supplies provided by the supplier in accordance with this agreement.

G2.5 Provision of Supplies: The Supplier must:

- a. Provide supplies in accordance with this agreement.
- b. Ensure supplies comply with the specifications
- c. Ensure supplies are fit for the purposes set out in this agreement.
- d. Perform its obligations under this agreement with due care and skill and in a manner consistent with applicable industry standards
- e. Maintain appropriate resources to provide the supplies or meet any minimum level of fees under this agreement; and

G2.6 Exclusivity or Minimum volumes:

- a. XYZ should purchase a minimum order value of \$45000 USD from supplier every month either for resell or for internal use of XYZ and its group entities.
- b. Supplier is not an exclusive provider of the supplies to XYZ.

G2.7 Resale: Supplier agrees as follows:

- a. XYZ may resell the supplies to customers alone or in combination with other products and services that XYZ offers.
- b. XYZ may set the price it charges customers for the supplies at its discretion
- c. XYZ will enter into a contract with each of its customers to whom XYZ resells the supplies and XYZ will decide the terms of each customer contract in its sole and absolute discretion.

G2.8 Compliance:

- a. Comply with all XYZ policies and Laws in respect of the supplies and the performance of its obligations under this agreement.
- b. Maintain all authorisations and licenses required to provide the supplies.

G2.9 Delay Consequences:

The Supplier must take all reasonable steps to mitigate and minimise the effects of any delay. If the supplier has provided XYZ with a delay notice then:

- a. To the extent that the delay was directly caused by XYZ's failure to provide a XYZ input by an agreed date, XYZ will extend the affected required date by a reasonable period determined by XYZ to account for that failure or delay
- b. In all other cases, XYZ will consider delay notice and may agree to extend the affected required date by a period XYZ reasonable considers justified in the circumstances.

G3 Fees and General Payment

G3.1 Fees:

XYZ will pay the supplier the fees in accordance with this agreement. Except as expressly set out in this agreement, the fees are the only amounts payable by XYZ in relation to the supplies.

G3.2 Invoicing:

The Supplier must only invoice XYZ the Fees in accordance with the applicable Commercial Terms. The Supplier shall invoice Service Fees monthly in advance and shall invoice for Consumables, Out of Scope Work and other charges (if any) monthly in arrears, unless otherwise agreed in a Statement of Work.

G3.3 Payment:

XYZ will pay each valid and correctly rendered invoice within 62 calendar days from the last day of the month in which XYZ receives the invoice

G3.4 Payment: Disputes:

Subject to subclause G3.4(a) and G3.4(b) if XYZ disputes part or all of an invoice it may withhold payment of the disputed amount until the dispute is resolved.

- a. XYZ may only dispute all or any part of the amount of an invoice if XYZ provides the Supplier with a written notice no later than 30 days after the date of the invoice, which identifies the invoice line item being disputed and details the basis for each disputed line item (that notice is an Invoice Dispute Notice"). The parties shall use reasonable efforts to resolve valid Invoice Dispute Notices. If the parties are unable to resolve the dispute within 10 Business Days after the date of an Invoice Dispute Notice, either party may refer the matter for dispute resolution under clause G9.12
- b. XYZ may withhold amounts specified in an Invoice Dispute Notice but must pay all undisputed amounts in accordance with clause G3.3. Once the dispute is resolved, the Customer shall pay, or Interactive shall credit, as the case may be, amounts due within 30 days after resolution of the dispute.

G3.5 Set Off:

XYZ may set off any amounts payable by XYZ to the Supplier against any amount payable to XYZ by the Supplier on notice to the Supplier. If the Supplier suffers an Insolvency Event, XYZ

may set off any amounts the Supplier owes XYZ even if such amounts are not yet due and payable.

G3.6 Out of Scope Work:

Out of scope work, like professional services and managed services are in accordance with Standard charge out rate, which may vary time to time. For the next 2 years from the date of commencement of the contract, below rates are applicable with an annual increase of 10%:

Google Roles & Standard Rates					
Level	Role	Standard Daily Rate	Discount if billable SOW is up to USD2M	Discount if billable SOW is between USD2M And USD5M	Discount if billable SOW is above USD5M
L1	Principal Consultant	USD4,200	17%	20%	25%
L2	Senior Consultant	USD3,200	17%	20%	25%
L3	Staff Consultant	USD2,800	17%	20%	25%
L4	Associate Consultant	USD2,000	17%	20%	25%
L5	Associate Consultant - India	USD800	17%	20%	25%
L6	Staff Consultant - India	USD1,344	17%	20%	25%
L7	Senior Consultant - India	USD2,248	17%	20%	25%

G3.7 Interest for late payment:

Unless otherwise agreed in an Order, where XYZ pays an invoice late or rejects a valid and Correctly Rendered Invoice, the Supplier may charge XYZ interest on overdue amounts at the rate equivalent to 12%.

G3.8 Supply Chain Finance Facility:

From time to time and at its absolute discretion, XYZ may provide its suppliers access to early payment tools (Supply Chain Finance). In such instances supplier and interest is discounted from total payable amount to supplier at an annual interest rate of 12%.

G3.9 Rebates:

- a. The Supplier will provide XYZ with an annual scaling rebate based on total account value inclusive of a rebate floor of \$21M per annum ("Rebate Floor"). No rebate is applicable if the annualised contract value falls below the Rebate Floor.

b. Rebate Table:

Annualised Contract Value	% Rebate Step up	\$ Rebate Step up	\$ Cumulative Rebate	Annualised Total Post-rebate	% Rebate Overall
USD40M	12.4%	\$620,000	\$2,737,343	\$37,262,657	6.84%
USD35M	11.4%	\$570,000	\$2,117,343	\$32,882,657	6.05%
USD30M	10.60%	\$530,000	\$1,547,343	\$28,452,657	5.16%
USD25M	10%	\$400,000	\$1,017,343	\$23,982,657	4.07%
USD21M			\$617,343	\$20,382,757	2.94%

- c. Within 30 days of the end of the relevant financial year, the Supplier will calculate the rebate amount due in accordance with the methodology set out in the Rebate Table (Rebate Amount") and issue to XYZ a credit note for the Rebate Amount For example purposes, the calculation for an Annual Contract Value achievement of say \$26,500,000 would be $\$26,500,000 \times 4.07\% = \$1,078,550$
- d. The amount of the Annualised Contract Value is measured by the total amount of invoiced services (net of credits) by the Supplier during the relevant financial year.

G3.10 Products and Pricing:

- a. Below pricing are applicable for next 3 years from the date of commencement of contract.

Product	Price	Discount up too 100 Licenses	Discount between 100 and 1000 Licenses	Discount above 1000 Licenses
Workspace Business Starter	\$72 user/year	10%	15%	20%
Workspace Business Standard	\$150 user/year	10%	15%	20%
Workspace Business Plus	\$264 user/year	10%	15%	20%

- b. For all Google Cloud products discounts as per rebates table are applicable as per Annual invoiced value stated in G3.9(b) rebates table.