Google Workspace Agreement

This Google Workspace (formerly known as G Suite) Agreement (the "Agreement") is made and entered into between the entity or person agreeing to these terms ("Customer") and one of the following Google entities (as applicable "Google"): (a) Google Ireland Limited, a company incorporated under the laws of Ireland with offices at Gordon House, Barrow Street, Dublin 4, Ireland; or (b) if Customer resides in the EU and has chosen "non-business" as the tax status/setting for its Google account, Google Commerce Limited, a company incorporated under the laws of Ireland with offices at Gordon House, Barrow Street, Dublin 4, Ireland ("GCL").

This Agreement is effective as of the date Customer clicks the button to accept its terms (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not click the button to accept its terms.

This Agreement governs Customer's access to and use of the Services whether purchased directly through Google or via Reseller.

1. **Services**. Google will provide the Services ordered by Customer subject to the terms of this Agreement including the SLA. Customer may access and use the applicable Services, subject to the terms of this Agreement.

2. **Customer Obligations**.

- 2.1 **Consents**. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services (including use and receipt of the Services by its End Users if applicable); and (b) Google's accessing, storing and processing of data provided by Customer (including Customer Data) under the Agreement.

- 2.2 **Compliance**. Customer will: (a) ensure that its use of the Services (including use by its End Users), and all access to and use of Customer Data by it and its End Users, complies with this Agreement including the AUP, and with any applicable contract terms or policies (including any employment contracts or employer's policies regarding technology usage, security, or confidentiality); (b) use reasonable endeavours to prevent and terminate any unauthorized access to or use of the Services; and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

- 2.3 **Use Restrictions**. Customer will not, and will not allow End Users or third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer or distribute any of the Services; (c) sell, resell, or otherwise make the Services available to a third party as part of a commercial offering that does not have material value independent of the Services; (d) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) in breach of Export Control Laws or for activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services.

3. **Using the Services**.

- 3.1 **Administration of the Services**.
    - (a) **Admin Console**. Google will provide Customer with access to the Admin Console which Customer may use to administer its own and/or its End User's use of the Services, as applicable. Customer may use the Admin Console to designate one or more Administrators who will have the ability to access Admin Accounts. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer or any End Users.

- o (b) **Administrator Access to End User Accounts**. An Administrator will have the ability to access, monitor, use, modify, withhold, or disclose Customer Data associated with any End User Accounts and control End User's access to the Services. An Administrator may also have the ability to: (i) control account settings for End User Accounts (including changing End User Account passwords) and (ii) remove or disable any Services or Additional Products or other services/products enabled or installed using an End User Account. Use of Additional Products or other services/products with the End User Accounts is at Customer's own risk.
- o (c) **End User Accounts**. Customer is responsible for: (a) maintaining the confidentiality and security of the End User Accounts (if any) and associated passwords; and (b) any use of such End User Accounts.
- 3.2 **Additional Use Restriction**. Unless otherwise permitted in the Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services to place or receive emergency services calls.
- 3.3 **Requesting Additional End User Accounts During Order Term**. Customer may purchase additional End User Accounts during an Order Term by: (a) executing an additional Order Form reflecting the purchase; or (b) ordering End User Accounts via the Admin Console. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.
- 3.4 **Service Specific Terms**. The Service Specific Terms are incorporated into the Agreement.

4. **Data Processing; Security**.

- 4.1 **Data Processing Amendment**. The Data Processing Amendment is incorporated into the Agreement. Customer may, in addition, be required to accept the Data Processing Amendment via the Admin Console solely for technical or operational reasons, but any such acceptance will not affect the rights or obligations of the parties as described in this Section 4 (Data Processing; Security) or the Data Processing Amendment.
- 4.2 **Updates to Data Processing Amendment**. Subject to Section 6.3 (Modifications to Services), Google may only update or modify the Data Processing Amendment: where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing Amendment, or where such change meets all of the following requirements:
  - o (a) the change is commercially reasonable;
  - o (b) the change does not result in a degradation of the overall security of the Services;
  - o (c) the change does not expand the scope of or remove any restrictions on Google's processing as described in Section 5.2 (Scope of Processing) of the Data Processing Amendment; and
  - o (d) the change does not otherwise have a material adverse impact on Customer's rights under the Data Processing Amendment.

  If Google makes a material change to the Data Processing Amendment in accordance with this section, Google will notify Customer.

5. **Payment**.

- 5.1 **Orders via Reseller**. If Customer orders the Services from Reseller: (a) Section 17 (Reseller Orders) of this Agreement; will apply; and (b) the remaining terms of this Section 5 (Payment) will not apply.
- 5.2 **Payment**. Google will invoice, Customer for the Fees for the Services. Customer will pay Google all Fees invoiced by the Payment Due Date. All payments are due in the currency stated in the invoice. Wire transfer payments must include the bank information stated in the invoice. If Customer has entered the Agreement with GCL, Google may

collect payments via Google Payment Limited, a company incorporated in England and Wales with offices at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9TQ, United Kingdom.

- 5.3 **Taxes**. Unless Customer provides a timely and valid tax exemption certificate, Customer will pay any invoiced Taxes for the Services. Without limiting Customer's obligation to pay Fees, Customer will withhold Taxes if legally required.

- 5.4 **Invoice Disputes**. Customer must submit any invoice disputes to collections@google.com before the Payment Due Date. If the parties determine that Fees were incorrectly invoiced, Google will issue a credit equal to the agreed amount.

- 5.5 **Overdue Payments**.

  - (a) Customer's payment of Fees is overdue if not received by Google by the Payment Due Date. If Customer's payment is overdue, Google may (i) charge interest on overdue amounts at 2% per year above the base rate of Barclays Bank PLC from the Payment Due Date until paid in full whether before or after judgment, and (ii) Suspend the Services or terminate the applicable Order Form.

  - (b) Customer will reimburse Google for all reasonable expenses (including legal fees) incurred by Google in collecting overdue payments except where such payments are due to Google's billing inaccuracies.

- 5.6 **Purchase Orders**. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then (a) Google will invoice Customer without a purchase order number, and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order are void.

- 5.7 **Usage**. Google's measurement tools will be used to determine Customer's usage of the Services if applicable to Fees.

- 5.8 **Price Revisions**. Google may modify the Prices at any time unless otherwise agreed in an Order Form or elsewhere in this Agreement. Google will notify Customer at least 30 days in advance of any Price increases. For clarity, this section does not affect any Prices agreed between Customer and Reseller in an applicable Reseller order.

6. **Modifications**.

- 6.1 **Modifications to URL Terms**. Subject to Section 6.2 (Objections to URL Term Changes), Google may change the URL Terms from time to time, will notify Customer if any such change is material and may notify Customer of material SLA changes via the applicable SLA webpage. Material changes to the URL Terms will become effective 30 days after notice is given, except that (a) materially adverse SLA changes will become effective 90 days after notice is given; and (b) changes applicable to new Services or functionality will be effective immediately.

- 6.2 **Objections to URL Term Changes**. Unless a material change to the URL Terms is required by a court order or applicable law or applies to new Services or functionality, Customer may object to any change to the URL Terms that has a material adverse impact on Customer by notifying Google within 30 days after Google's notice of the change. If Customer so notifies Google, Customer will remain governed by the terms in effect immediately before the change until the earlier of: (i) the end of the then-current Order Term; or (ii) 12 months after Google's notice of the change.

- 6.3 **Modifications to Services**.

  - (a) **Deprecation Policy**. Google will notify Customer at least 12 months before a Significant Deprecation unless Google reasonably determines that (a) Google is not permitted to do so by law or by contract (including if there is a change in applicable law or contract) or (b) continuing to provide the Service that is subject to the Significant Deprecation could create a (i) security risk or (ii) substantial economic or technical burden.

- ○ (b) **Other Modifications**. Subject to Section 6.3(a) (Deprecation Policy), Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services. Google will notify Customer of any material change to the Core Services.

7. **Temporary Suspension**.

- 7.1 **Limitations on Services Suspension**. Google may Suspend Services as described in Sections 7.2 (AUP Breaches) and 7.3 (Emergency Suspension). Any Suspension under those sections will be to the minimum extent and for the shortest duration required to: (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.

- 7.2 **AUP Breaches**. If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will request that Customer correct the breach. If Customer fails to correct such breach within 24 hours of such request, or if Google is otherwise required by applicable law to take action, then Google may Suspend Services.

- 7.3 **Emergency Suspension**. Google may immediately Suspend Customer's use of the Services or an End User Account if (a) there is an Emergency Security Issue, or (b) Google is required to Suspend such use to comply with applicable law. At Customer's request, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible. unless prohibited by applicable law. For Suspensions of End User Accounts, Google will enable Customer's Administrator to restore End User Accounts in certain circumstances.

8. **Technical Support**. Google will provide TSS to Customer during the Order Term in accordance with the TSS Guidelines.

9. **Additional Customer Responsibilities**.

- 9.1 **Verification to Use Services**. Customer must verify a Domain Email Address or a Domain Name to use the Services. If Customer does have valid permission to use the Domain Email Address, or does not own or control the Domain Name(s), Google will have no obligation to provide the Services to Customer and may delete the Account without notice.

- 9.2 **Abuse Monitoring**. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for any Domain Name(s) verified for use with the Services, but Google may monitor emails sent to these aliases to allow Google to identify Services abuse.

10. **Additional Products**. Google makes optional Additional Products available to Customer and its End Users. Use (if any) of Additional Products is subject to the Additional Product Terms.

11. **Intellectual Property; Publicity; Brand Features**.

- 11.1 **Intellectual Property Rights**. Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's party's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer's Brand Features, and Google retains all Intellectual Property Rights in the Services and Google's Brand Features.

- 11.2 **Feedback**. At its option, Customer may provide feedback and suggestions intended to help Google improve the Services ("Feedback").

- 11.3 **Marketing and Publicity**. Each party may use the other party's Brand Features in connection with this Agreement only as permitted in the Agreement. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may (a) orally state that Customer is a Google customer and (b) include Customer's name or Customer Brand Features in a list of Google customers in Google's promotional materials. A party may revoke the other party's right to use the first party's Brand Features with written notice to the other party and a reasonable

period to stop the use. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

- 11.4 **Using Brand Features Within the Services**. Google will display only those Customer Brand Features that Customer has authorized by uploading the relevant Brand Features into the Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to Customer or its End Users. Customer may specify the nature of this use in the Admin Console. Google may also display Google Brand Features on such web pages to indicate that the Services are provided by Google.

12. **Confidentiality**.

- 12.1 **Confidentiality Obligations**. Subject to Section 12.2 (Disclosure of Confidential Information), the recipient of the other party's Confidential Information will use that Confidential Information only to exercise the recipient's rights and fulfill its obligations under the Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to persons other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know that Confidential Information and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

- 12.2 **Disclosure of Confidential Information**.
  - (a) **General**. Regardless of any other provision in this Agreement, the recipient or any of its Affiliates may disclose the other party's Confidential Information with the other party's written consent or in accordance with a Legal Process request, subject to Section 12.2(b) (Legal Process Notification).
  - (b) **Legal Process Notification**. The recipient will use reasonable endeavours to promptly notify the other party before disclosure of that party's Confidential Information in accordance with Legal Process. Google will give notice via the Notification Email Address. Notice is not required before disclosure if the recipient or its relevant Affiliate is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.
  - (c) **Opposition**. The recipient will ensure that its Affiliates will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

13. **Warranties and Disclaimers**.

- 13.1 **Mutual Warranties**. Each party warrants to the other that it has full power and authority to enter into, and grant the rights under, this Agreement. Google warrants that it will use reasonable care and skill in complying with its obligations under the Agreement.

- 13.2 **Disclaimer**. No conditions, warranties or other terms apply to the provision of the Services unless expressly stated in the Agreement. No implied conditions, warranties or other terms apply, (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). Google does not warrant that operation of the Services will be error-free or uninterrupted.

14. **Indemnity**.

- 14.1 **Google Indemnification Obligations**. Google will indemnify Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties") against Indemnified Liabilities; in any Third-Party Legal Proceeding to the extent arising from an allegation that the ("Customer Indemnified Parties") use in accordance with the Agreement of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

- 14.2 **Customer Indemnification Obligations**. Customer will indemnify Google and its Affiliates against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent

arising from (a) any Customer Indemnified Materials; or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions.

- 14.3 **Indemnification Exclusions**. Sections 14.1 (Google Indemnification Obligations) and 14.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement; or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

- 14.4 **Indemnification Conditions**. Sections 14.1 (Google Indemnification Obligations) and 14.2 (Customer Indemnification Obligations) are conditioned on the following:

    - (a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 14.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 14.1 (Google Indemnification Obligations) or 14.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

    - (b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

- 14.5 **Remedies**.

    - (a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

    - (b) If Google does not believe the remedies in Section 14.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services.

- 14.5 **Sole Rights and Obligations**. Without affecting either party's termination rights, this Section 14 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third- party allegations of Intellectual Property Rights infringement covered by this Section 14 (Indemnification).

15. **Liability**.

- 15.1 **Unlimited Liabilities**. **Nothing in the 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) its fraud or fraudulent misrepresentation; or (c) its payment obligations under the Agreement or (d) matters for which liability cannot be excluded or limited under applicable law.**

- 15.2 **Limited Liabilities**.

    - **(a) Subject to Section 15.1 (Unlimited Liabilities), neither party will be liable under the Agreement (whether in contract, tort (including negligence) or otherwise) for any of the following losses suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date of the Agreement):**

        - **(i) loss of actual or anticipated profits (including loss of profits on contracts);**

        - **(ii) loss of anticipated savings;**

        - **(iii) loss of business opportunity;**

        - **(iv) loss of reputation or damage to goodwill; or**

- ▪ **(v) special, indirect or consequential losses**
  - ○ **(b) Subject to Sections 15.1 (Unlimited Liabilities) and 15.2(a), each party's total liability (whether in contract, tort (including negligence) or otherwise) in connection with this Agreement arising in any Contract Year is limited to the greater of:**
    - ▪ **(i) 125% of the total Fees paid and payable by Customer for the Services in the relevant Contract Year; and**
    - ▪ **(ii) £25,000.**
    - ▪ **If the total Fees referred to in (i) cannot be calculated accurately at the time the relevant liability is to be assessed (the "Applicable Time"), it will be calculated on a pro-rata basis as X/Y x Z, where:**
    - ▪ **X = the Fees paid and payable by Customer for the Services in the relevant Contract Year before the Applicable Time;**
    - ▪ **Y = the number of days elapsed in the relevant Contract Year before the Applicable Time; and**
    - ▪ **Z = 365.**

16. **Term and Termination**.

- 16.1 **Agreement Term**. The Agreement will remain in effect for the Term.

- 16.2 **Termination for Convenience**. Subject to any financial commitments in an Order Form or elsewhere in this Agreement, Customer may terminate the Agreement for convenience on 30 days' prior written notice to Google. For clarity, this Section 16.2 (Termination for Convenience) does not affect any financial commitments owed by Customer under any applicable Reseller Agreement.

- 16.3 **Termination for Breach**. Either party may terminate the Agreement on written notice if the other party: (a) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; or (b) enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, or is dissolved or otherwise ceases its business operations or becomes subject to insolvency or bankruptcy proceedings and such proceedings are not dismissed within 90 days.

- 16.4 **Termination for Suspension**. Either party may terminate the Agreement on written notice if either of the following continues for more than 30 days, in which case a refund may be due as described in Section 16.6 (Refunds): (a) any Suspension of Customer's use of the Services by Google under Section 7.3(b) to comply with applicable law; or (b) any Suspension or termination of Services by Google under Section 14.5 (Remedies).

- 16.5 **Termination for Inactivity**. Google reserves the right to terminate this Agreement and the provision of the Services upon 30 days advance notice if, for a period of 60 consecutive days, Customer, including any End Users: (a) has not accessed the Admin Console or (b) has not used the Services.

- 16.6 **Effects of Termination**. If the Agreement terminates or expires, then after the effective date of termination or expiration: (a) all rights and access to the Services will terminate including access to Customer Data; and (b) Google will send Customer a final invoice (if applicable) for payment obligations.

- 16.7 **Refunds**. If this Agreement is terminated under Section 16.4 (Termination for Suspension) or Section 16.5 (Termination for Inactivity), then upon Customer's request Google will provide a pro-rata refund to Customer of any unearned fees already paid to Google as of the effective termination date. Unless expressly stated otherwise, termination under any other section of this Agreement (including the Data Processing Amendment) will not oblige Google to refund any fees.

- 16.8 **Survival**. The following Sections will survive expiration or termination of the Agreement: Section 5 (Payment Terms), Section 11 (Intellectual Property; Publicity; Brand Features), Section 12 (Confidentiality), Section 13.2 (Disclaimer), Section 14 (Indemnity),

Section 15 (Liability), Section 16.6 (Effects of Termination), this Section 16.8 (Survival), Section 18 (Miscellaneous), and Section 19 (Definitions).

17. **Reseller Orders**.

- 17.1 **Reseller Orders**. If Customer orders Services from Reseller, then this Section 17 (Reseller Orders) will apply and prevail over any conflicting term in the remainder of this Agreement.

- 17.2 **Payments, Credits and Refunds**. The Fees for the Services will be set between Customer and Reseller, except that Google's measurement tools will be used to determine Customer's usage of the Services if applicable to Fees. Customer will make payments of Fees directly to Reseller under the Reseller Agreement. Google will provide to Reseller any refunds or service credits (including any applicable SLA credits) that may be due in respect of Customer, and any obligation on the part of Reseller to provide any such refunds or credits to Customer will depend on the terms of the Reseller Agreement.

- 17.3 **Requesting End User Accounts**. Customer may request End User Accounts during the Order Term by contacting Reseller. Such End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

- 17.4 **Reseller as Administrator**. At Customer's discretion, Reseller may have access to Customer's Account or to End User Accounts. As between Google and Customer, Customer is solely responsible for: (a) any access by Reseller to Customer's Account or End User Accounts and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Services.

- 17.5 **Reseller Verification of Domain Names**. Before Google provides the Services, Reseller may verify that Customer has valid permission to use the Domain Email Address or owns or controls the Domain Name(s). If Reseller determines that Customer does not have valid permission to use the Domain Email Address or own or control the Domain Name(s), then Google will have no obligation to provide the Services to Customer.

- 17.6 **Reseller Technical Support**. Customer acknowledges and agrees that Reseller may disclose Customer Data to Google as reasonably required in order for Reseller to handle any support issues that Customer escalates to or via Reseller.

- 17.7 **Disclosure of Confidential Information to Reseller**. Google may share Customer Confidential Information with Reseller as a Delegate subject to Section 12 (Confidentiality).

18. **Miscellaneous**.

- 18.1 **Notices**. Google will provide notice to Customer by sending an email to the Notification Email Address. Customer will provide notice to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

- 18.2 **Emails**. Under this Agreement, the parties may use emails to satisfy written approval and consent requirements.

- 18.3 **Assignment**. Neither party may assign the Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

- 18.4 **Change of Control**. If a party experiences a change of Control other than an internal restructuring or reorganisation (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 terminate the Agreement on written notice any time within 30 days after it receives that written notice.

- 18.5 **Force Majeure**. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

- 18.6 **Subcontracting**. Subject to any restrictions in the Data Processing Amendment relating to sub-processing, Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

- 18.7 **No Agency**. The Agreement does not create any agency, partnership, or joint venture between the parties.

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

- 18.9 **Severability**. If any section (or part of a section) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

- 18.10 **No Third-Party Beneficiaries**. The Agreement does not confer any rights or benefits to any third-party unless it expressly states that it does. For clarity, Google LLC is a third party beneficiary of Section 12.2 (Disclosure of Confidential Information).

- 18.11 **Governing Law.**

  - (a) The Agreement and any dispute (contractual or non-contractual) concerning the Agreement or its subject matter or formation (a "Dispute") is/are governed by English law.

  - (b) Any Dispute will be referred to and finally resolved by arbitration under the rules of the LCIA, which rules are deemed to be incorporated by reference into this section. The number of arbitrators will be three. The seat, or legal place, of arbitration will be London, England. The language to be used in the arbitration will be English.

  - (c) This Section 18.11 (Governing Law) is without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief (together "Interim Relief"). Except where Customer has its registered office or principal place of business in Russia or Ukraine, such Interim Relief will be subject to review and subsequent adjudication by the arbitral tribunal such that any dispute in respect of Interim Relief will be determined by the arbitral tribunal.

- 18.12 **Amendments**. Except as specifically stated otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

- 18.13 **Independent Development**. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

- 18.14 **Entire Agreement**. The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties, relating to the subject matter. of this Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. The Agreement includes URL links to other terms (including the URL Terms) which are incorporated by reference into the Agreement.

- 18.15 **Conflicting Terms**. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the Data Processing Amendment, the applicable Order Form, the remainder of this Agreement, the URL Terms and any other terms incorporated by reference into the Agreement.

- 18.16 **Conflicting Languages**. If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern.

- 18.17 **Electronic Signatures**. The parties consent to electronic signatures.

- 18.18 **Headers**. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

19. **Definitions**.

- 19.1 **Defined Terms**. In this Agreement, the following definitions apply unless expressly stated otherwise:
  - **"Account"** means Customer's Google account credentials and correlating access to the Services under this Agreement.
  - **"Additional Products"** means products, services, and applications that are not part of the Services but may be accessible for use in conjunction with the Services.
  - **"Additional Product Terms"** means the then-current terms located at https://workspace.google.com/terms/additional_services.html.
  - **"Admin Account"** means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Services.
  - **"Admin Console"** means the online console(s) and/or tool(s) provided by Google to Customer for administering: (i) the Services under this Service Schedule; and (ii) the services set out in a Complementary Product Services Summary (if applicable).
  - **"Administrator"** means Customer-designated personnel who administer the Services on Customer's behalf, and have the ability to access Customer Data and End User Accounts.
  - **"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
  - **"AUP"** means Google's then-current acceptable use policy for the Services located at https://workspace.google.com/intl/en/terms/use_policy.html.
  - **"Brand Features"** means each party's trade names, trademarks, logos, domain names, and other distinctive brand features
  - **"Complementary Product Services Summary"** has the meaning given in the Data Processing Amendment.
  - **"Confidential Information"** means information that one party (or an Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.
  - **"Contract Year"** means a period of one year starting on the Effective Date or the relevant anniversary of the Effective Date (as appropriate).
  - **"Control"** means control of greater than 50% of the voting rights or equity interests of a party.
  - **"Core Services"** means the "Core Services" as described in the Services Summary.
  - **"Customer Data"** has the meaning given in the Data Processing Amendment.
  - **"Customer Indemnified Materials"** means Customer Data and Customer Brand Features.
  - **"Data Processing Amendment"** means the then-current terms describing data protection and processing obligations with respect to Customer Data, as stated at https://workspace.google.com/terms/dpa_terms.html.
  - **"Domain Email Address"** means the email address on the Domain Name for use in connection with the Services.
  - **"Domain Name"** means a domain name specified in the Order Form or applicable Reseller order to be used in connection with the Services.
  - **"Emergency Security Issue"** means either: (a) Customer's or an End User's use of the Services in breach of the AUP, where such use could disrupt: (i) the Services; (ii) other customers' or their customer end users' use of the Services; or (iii) the Google

network or servers used to provide the Services; or (b) unauthorised third party access to the Services.

- o **"End Users"** means the individuals Customer permits to use the Services and who are managed by an Administrator.
- o **"End User Account"** means a Google-hosted account established by Customer through its Administrator for an End User to use the Services.
- o **"Export Control Laws"** means all applicable export and re-export control 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.
- o **"Fees"** means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.
- o **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- o **"Google Indemnified Materials"** means Google's technology used to provide the Services and Google's Brand Features.
- o **"High Risk Activities"** means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage, including operation of nuclear facilities, air traffic control, life support systems, or weaponry.
- o **"including"** means including but not limited to.
- o **"Indemnified Liabilities"** means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.
- o **"Intellectual Property"** means anything protectable by an Intellectual Property Right.
- o **"Intellectual Property Right(s)"** means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
- o **"Legal Process"** means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.
- o **"Notification Email Address"** means the email address(es) designated by Customer designated by Customer in the Admin Console.
- o **"Order Form(s)"** means the online order page; or the order form issued by Google that Customer must complete when purchasing the Services (including when purchasing End User Accounts) directly from Google. The Order Form will specify the Services Google will provide to Customer under this Agreement.
- o **"Order Term"** means each period of time during which Customer is authorized by Google to use the Services under this Agreement, as may be further specified in an Order Form or applicable Reseller order.
- o **"Other Services"** means the "Other Services" as described in the Services Summary.
- o **"Payment Due Date"** means 30 days from the invoice date.
- o **"Personal Data"** has the meaning given to it in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016.

- o **"Prices"** means the applicable prices (i) stated at https://workspace.google.com/pricing.html unless otherwise agreed in an Order Form or elsewhere in this Agreement, or (ii) if Customer orders Services from Reseller, agreed between Customer and Reseller in an applicable Reseller order. Unless stated otherwise, Prices do not include Taxes.
- o **"Reseller"** means, if applicable, the authorized non-Affiliate third party reseller that sells or supplies the Services to Customer.
- o **"Reseller Agreement"** means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.
- o **"Service Pages"** mean the web pages displaying the Services to Customer and End Users.
- o **"Service Specific Terms"** means the then-current terms specific to one or more Services set out at https://workspace.google.com/terms/service-terms/.
- o **"Services"** means the then-current Core Services and Other Services ordered in the applicable Order Form.
- o **"Services Summary"** means the then-current description set out at https://workspace.google.com/terms/user_features.html.
- o **"Service(s) Term"**, if used, has the same meaning as Order Term.
- o **"Significant Deprecation"** means a material discontinuance of or backwards incompatible change to the Core Services that results in the Core Services no longer enabling Customer or End Users to: (i) send and receive email messages; (ii) schedule and manage events; (iii) create, share, store, and synchronise files; (iv) communicate with other End Users in real time; or (v) search, archive, and export email messages.
- o **"SLA"** means the then-current service level agreement at https://workspace.google.com/terms/sla.html.
- o **"Suspend" or "Suspension"** means disabling access to or use of the Services, or components of the Services.
- o **"Taxes"** means any duties, customs fees, or taxes (other than Google's income tax), including indirect taxes such as goods and services tax and value-added tax, associated with the purchase of the Services, and any related penalties or interest.
- o **"Term"** means the period starting on the Effective Date and continuing so long as an Order Term remains in effect, subject to earlier termination in accordance with the Agreement.
- o **"Third-Party Legal Proceeding"** means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- o **"Trademark Guidelines"** means Google's Brand Terms and Conditions, located at https://www.google.com/intl/en/permissions/trademark/brand-terms/index.html.
- o **"TSS"** means the technical support services provided by Google to Customer.
- o **"TSS Guidelines"** means the then-current technical support service guidelines at https://workspace.google.com/terms/tssg.html.
- o **"URL Terms"** means the AUP, Service Specific Terms, SLA and TSS Guidelines.
- o **"Use Restrictions"** means the restrictions in Section 2.3 (Use Restrictions) and in Section 3.2 (Additional Use Restriction).

Google Workspace Agreement, version 2.0

Last modified: October 2020