

GOOGLE CHROME RESELLER TERMS

These Google Chrome Reseller Terms (the “Chrome Terms”) are hereby entered into by and between the company executing these Chrome Terms (hereinafter referred to as “Reseller”) and TD SYNnex Corporation on behalf of itself and its affiliates (“TD SYNnex”).

WHEREAS, Reseller has agreed to the TD SYNnex Cloud Services Reseller Addendum in order to purchase Cloud Services from TD SYNnex;

WHEREAS, Reseller would like to purchase Google Chrome products;

NOW THEREFORE, Reseller and TD SYNnex hereby agree to the following terms and conditions for Reseller’s purchase of the Google Chrome products.

- 1. Deceptive Trade Practices and High-Risk Activities.** Authorized Reseller will not: (a) engage in illegal or deceptive trade practices or any other behavior prohibited by this Agreement; (b) solicit, accept, or maintain any Customer or End User of the Products who engages in (a) through (b) above; (c) make any unauthorized, false, misleading, or illegal statements about this Agreement or regarding the Products, or represent itself, or act as, an agent or representative of Google. Reseller will not resell or supply the Products in connection with any use involving High Risk Activities. “High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Product could lead to death, personal injury, or environmental damage.
- 2. Compliance with Laws.** Authorized Reseller will comply with, and will not attempt to cause a violation of, all applicable laws, rules and regulations, specifically including Export Control Laws, Anti-Bribery laws, and all laws and regulations applicable to Customer data. Furthermore, Authorized Reseller will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Authorized Reseller certifies and represents that it has appropriate training programs in place to ensure compliance of all applicable laws, including but not limited to, Export Control Laws and Anti-Bribery laws.
- 3. Disclaimer.** Authorized Reseller will not enter any Customer Agreement or otherwise purport to act on behalf of Google (as an agent, partner or otherwise) in assuming any liability on behalf of Google, or make any representations or warranties on behalf of Google related to the Products. Any applicable Products warranties shall solely be as communicated by Google to Customer under the Google TOS.
- 4. Inconsistent Representation or Warranty.** Authorized Reseller will not make any representation or warranty which are, or enter any Customer agreement which is, inconsistent with Google’s materials regarding the Products. Additionally, Reseller will not make any false or misleading statements regarding the Products.
- 5. Google TOS.** Authorized Reseller will inform Customers that Google will present the Google TOS upon each Customer’s first log in to the Products. Authorized Resellers will notify Customers that each Customer must accept the Google TOS prior to using the Products.

Authorized Reseller will not accept the Google TOS on behalf of its Customers. Google will only provide technical support directly to the Customer as set out in the Google TOS.

- 6. Responsibility to Customers.** The Reseller will provide the necessary notices, and obtaining and maintaining any consents, required from Customers to allow Partner and Google to perform their respective contractual obligations in respect of the Reseller. The SLA sets out the Customer's sole and exclusive remedy for any failure by Google to meet the SLA, and the Customer must request any such remedies directly from TD SYNEX.
- 7. Agreements with Customers.** Reseller represents that that any resale and/or supply of the Products to a Customer is governed by an enforceable Customer Agreement between the Reseller and the End Customer. Reseller will keep copies of these Customer Agreement and provide any copies to TD SYNEX upon request by TD SYNEX.
- 8. Required Provisions in Customer Agreements:** Reseller's Agreement with Customer must contain the following provisions at a minimum:
 - i) Reseller and Customer are independent contractors with respect to the resale and purchase of the Product;
 - ii) Customer will permit Reseller to disclose Customer Data to Distributor (and permit the Distributor to provide such Customer Data to Google for use by Google in accordance with the Google TOS including applicable confidentiality data processing and security terms), as reasonably required for Google to provide technical support in accordance with the TSSG applicable to each Product; and where reasonably required in order to migrate the Customer if it wishes to purchase Products directly from Google or another Google-authorized partner of that Product.
 - iii) If Google fails to comply with the SLA, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Distributor Authorized Reseller.
 - iv) Reseller must include applicable billing language in its agreements with Customer.
- 9. Authorized Reseller as Independent Contractor.** In connection with its resell of the Products, Authorized Reseller agrees that Reseller, Distributor, Google, and Customer are independent contractors.
- 10. Privacy and Security.** Reseller shall maintain appropriate privacy policies and practices in accordance with all applicable laws. Reseller acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement or a Customer: (i) Non-European Data Protection Legislation may apply; and/or (ii) the European Data Protection Legislation may apply if, for example, the processing is carried out in the context of the activities of an establishment of Reseller (or the Customer) in the territory of the European Economic Area ("EEA") or the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA. Reseller shall ensure that any third-party service providers used to process customer data will comply with all applicable data privacy laws and regulations. To the extent that Reseller is the personal data processor of any Customer data, Reseller agrees to

comply with, and only act on, instructions from and on behalf of Google regarding the processing of that personal data and that Reseller will not process personal data for purposes other than the performance of its obligations under these Terms. Reseller also agrees to inform Distributor or any suspected breach of data processing or damage to that personal data. Reseller agrees to update privacy policies and practices as needed to comply with US regulations or EU Directives. Reseller shall not place Google in breach of any data protection legislation.

11. Authorized Reseller as Data Processor in Territories outside of the EEA and the EEA.

Reseller agrees to comply with the terms and conditions found in Exhibit 1 to this Agreement.

12. Publicity, Marketing and Promotion. Reseller will use commercially reasonable efforts to market and promote Products in accordance with Google and Distributor policies. Reseller shall not issue any press releases or public announcements without Distributor's prior written approval. In the marketing of the Products, Reseller will not represent itself as an agent of Google. Reseller agrees to sell Products to End User customers only and to End User customers who will use the Products only for their intended purpose. Reseller agrees to assist Google with Customer notifications related to customer service, Product updates, and satisfaction surveys.

13. Intellectual Property Rights. Reseller agrees that Google owns all rights, title and Intellectual Property Rights in and to the Products.

14. Google Brand Features. Subject to Google Trademark Guidelines, if Reseller is an authorized Reseller of these Products, Google grants to Reseller a non-exclusive, non-royalty bearing, and non-sub licensable license to display Google's Brand Features solely to market and resale the Products.

15. Reseller Brand Features. Reseller grants to Google a non-exclusive, non-royalty bearing, and non-sub licensable license to display Reseller's Brand Features in presentations and materials related to the Products.

16. Termination For Cause. Distributor or Google may immediately suspend or terminate the Reseller if: (i) Reseller is in material breach of these Terms and, where that breach is capable of cure, fails to cure the breach within 35 days after receipt of written notice of the breach has been provided to Reseller ; (ii) Reseller is in material breach of the Minimum Terms and that breach is incapable of cure; (iii) Reseller ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; (iv) Reseller is in material breach of the Minimum Terms more than two times notwithstanding any cure of such breaches; (v) Reseller engages in illegal or deceptive trade practices or any other behavior prohibited by the terms and conditions governing Reseller's authority to resell Google Products; (vi) the distribution of the Products to a Reseller would harm or devalue Google's or TD SYNEX's business, brand, or name; or violate Google principles or guidelines or (vii) if Reseller violates any Anti-Bribery Laws or Export Laws, or that such a violation is reasonably likely to occur.

17. Billing: Reseller agrees to the following Billing Requirements, as applicable, for monthly, annual monthly, annual and multi-year Chrome Services:

Billing for Annual Monthly Chrome Services:

- A. New Subscription Contracts
 - a. Subscriptions will begin on the date of provision and charges are incurred from the provision date. Reseller will receive the first invoice on the first business day of the following month. Reseller will be pre-billed for the upcoming month. Invoices may be delayed due to federal holidays, account issues, or system issues.
- B. License Additions & Subtractions
 - a. Resellers may add new licenses and the additions will be included on the invoice sent the following month for one month's upfront charge.
 - b. No license reductions are allowed until the renewal date.
- C. Upgrades & downgrades
 - a. No upgrades are allowed for yearly services until the renewal date.
 - b. No downgrades are allowed for yearly services until the renewal date.
- D. Cancellations
 - a. No cancellation will be allowed.
- E. Renewals
 - a. The subscription term shall auto-renew annually following the expiration of the original subscription term unless either party provides written notice of its intent to cancel within sixty (60) days prior to the end of the current subscription term.

Billing for Annual Chrome Services:

- A. TD SYNEX will invoice reseller up front for one full year of service based on the activation date of the service(s). Reseller will be billed for 1-year services within 24 hours of order being placed
- B. License additions & subtractions
 - a. Reseller may add Licenses during the year and TD SYNEX will invoice Reseller on a pro-rated scale to the day plus additional months remaining
 - b. New license additions will share the same expiration date as originally purchased licenses. Additional licenses will have a prorated cost to coincide with the original expiration date.
 - c. No license reductions are allowed until the renewal date.
- C. Upgrades & downgrades
 - a. No upgrades are allowed for yearly services until the renewal date.
 - b. No downgrades are allowed for yearly services until the renewal date.
- D. Reseller may not choose yearly and monthly services for the same line item, thus one billing scheme per line item.
- E. Cancellations
 - a. No cancellations allowed.
- F. Renewals
 - i. The subscription term shall auto-renew annually following the expiration of the original subscription term unless either party provides written notice of its intent to cancel within sixty (60) days prior to the end of the current subscription term.

Billing for Multi-Year Annual Monthly Chrome Services (24/36 Month Term):

- A. New Subscription Contracts
 - a. Subscriptions will begin on the date of provision and charges are incurred from the provision date. Reseller will receive the first invoice on the first business day of the following month. Reseller will be pre-billed for the upcoming month. Invoices may be delayed due to federal holidays, account issues, or system issues.
- B. License Additions & Subtractions
 - a. Resellers may add new licenses and the additions will be included on the invoice sent the following month for one month's upfront charge.
 - b. No license reductions are allowed until the renewal date.
- C. Upgrades & downgrades
 - a. No upgrades are allowed for yearly services until the renewal date.
 - b. No downgrades are allowed for yearly services until the renewal date.
- D. Cancellations
 - a. No cancellations allowed.
- E. Renewals
 - a. i. The subscription term shall auto-renew annually on standard pricing and standard 12-month term following the expiration of the original subscription term unless either party provides written notice of its intent to cancel within sixty (60) days prior to the end of the current subscription term.

BY CHECKING THE "I HAVE READ AND ACCEPT THE TERMS OF THE GOOGLE CHROME RESELLER TERMS" CHECKBOX DISPLAYED IN THE TD SYNnex STELLR™ PORTAL, ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THESE CHROME TERMS IN WHICH CASE THE TERMS "RESELLER", "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THESE CHROME TERMS, OR IF YOU DO NOT AGREE WITH THESE CHROME TERMS, DO NOT CHECK THE "I HAVE READ AND ACCEPT THE TERMS OF THE GOOGLE CHROME RESELLER TERMS" CHECKBOX, DO NOT SIGN BELOW AND DO NOT PURCHASE, SELL OR USE THE CHROME PRODUCTS UNDER ANY CIRCUMSTANCES.

EXHIBIT 1

Data Processing Terms for Processing on Behalf of Customers in Non-EEA Territories

PART A:

Distributor Authorized Reseller will do the following, at a minimum, with the respect to all personal data that it processes on a Customer's behalf:

- (a) comply with, and only act on, instructions from or on behalf of that Customer regarding the processing of that personal data;
- (b) not process that personal data for any purpose other than for the performance of its obligations under the Distributor Authorized Reseller Agreement or the Customer Agreement;
- (c) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that data and against loss or destruction of, or damage to, that personal data;
- (d) ensure the reliability of, and be responsible for, all of Distributor Authorized Reseller's employees, agents and contractors who will have access to that personal data;
- (e) not, by any act or omission, place that Customer in breach of Non-European Data Protection Legislation;
- (f) inform that Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, that personal data; and
- (g) ensure that any third party sub-contractor engaged by Distributor Authorized Reseller to process that personal data on behalf of Customer only uses and accesses that data in accordance with the terms of this Addendum and is bound by written obligations requiring it to provide at least the level of data protection required under this Part A.

PART B:

Distributor Authorized Reseller will ensure that the applicable Customer Agreement commits the Distributor Authorized Reseller to do the following, or otherwise contains data processing terms that meet the requirements of Article 28(3) of the GDPR:

- (i) only process personal data in relation to which the Customer is the data controller in accordance with written instructions from or on behalf of that Customer, unless EU or EU Member State law to which Distributor Authorized Reseller is subject requires other processing of that personal data, in which case Distributor Authorized Reseller will inform the Customer (unless that

law prohibits Distributor Authorized Reseller from doing so on important grounds of public interest);

(ii) not process that personal data for any purpose other than for the performance of Distributor Authorized Reseller's obligations under the Distributor Authorized Reseller Agreement or the Customer Agreement;

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

(iv) ensure all of Distributor Authorized Reseller's employees, agents and contractors who will have access to that personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;

(v) not, by any act or omission, place that Customer in breach of the European Data Protection Legislation;

(vi) inform that Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, that personal data;

(vii) obtain prior consent to engage any third party subcontractor to process that personal data on behalf of the Customer, and ensure such third party subcontractor only uses and accesses that data in accordance with the terms of the Customer Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under Section 3.1(c) of Exhibit A (Minimum Terms) of the Addendum;

(viii) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;

(ix) assist the Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data protection impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to Distributor Authorized Reseller;

(x) at the choice of the Customer, delete or return all the personal data to Customer after the end of the provision of the Services, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;

(xi) as from 25 May 2018, make available to the Customer all information necessary to demonstrate Distributor Authorized Reseller's compliance with the obligations imposed by the Customer Agreement in respect of the personal data and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer; and

(xii) not process, or cause to be processed, that personal data outside the European Economic Area unless Distributor Authorized Reseller adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

Interpretation. The terms “processing”, “personal data”, “processor” and “controller” as used in this Part B have the meanings given in the European Data Protection Legislation.