

SHI GCP Customer Onboarding Form

Thank you for choosing SHI for your Google Cloud Platform (GCP). Please provide the following information to get started.

GCP Account Information

This information is needed to create or link the GCP account(s). Please provide the email address you would like associated with the root account (**NOTE:** you can leave the last field blank for **new** GCP accounts). If you have an existing GCP account(s), please provide that email address(s) and account number(s).

GCP Account E-Mail:	
GCP Project IDs:	

Billing Contact

This is the person authorized to receive your monthly summary billing invoices and remit payment back to SHI.

Contact Name:	Kevin Karr
E-Mail:	kkarr@pinellas.gov
Phone:	727-453-3604
Company Name:	Pinellas County - BTS
Physical Address:	315 Court Street Clearwater, FL 33756
Purchasing Contract Information:	Kim Meador, klmeador@pinellas.gov

Main Contact(s)

This person(s) will be SHI's main point of contact for your GCP account(s).

Contact Name:	Kevin Karr
Phone:	727-453-3604
E-Mail:	kkarr@pinellas.gov


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GCP Customer Agreement

The Google Cloud Platform service shall be provided to you pursuant to the terms of the Google Cloud Customer Agreement set forth at: <https://www.shi.com/CustomerServices/SHIInfo.aspx?ContentId=96423> and attached as Exhibit A.

If you store or intend to store Protected Health Information (PHI) in your GCP account, you will be provided with a Business Associate Agreement (BAA) to enter into with Google. Your execution of this BAA is a condition of your Google Cloud Customer Agreement.

By signing below, you are hereby accepting the terms of this Onboarding Form as of the date set forth below, including the terms and conditions set forth in the Google Cloud Customer Agreement.

Signature:	 Barry Burton - County Administrator
Date of Accepted Terms:	May 16, 2025



APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

SHI Resale Terms for Google Cloud Platform Services

The terms and conditions contained in this Customer Agreement (this "Agreement") shall apply to the resale of Google Cloud Platform services ("Google Services") purchased by a purchaser ("Customer") through Reseller (defined below) under an Order (defined below).

Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

- A. "Account" means Customer's Google Cloud Platform account.
- B. "Affiliate" means any entity that controls, is Controlled by or is under common control of the subject entity. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- C. "Application" means any web application that Customer creates using the Google Services, including any source code written by Reseller or Customer to be used with the Google Services or hosted in a virtual machine instance, configured and managed by Reseller or Customer, which runs on the Google Services.
- D. "BAA" is a "business association agreement" covering the handling of Protected Health Information (as defined in HIPAA).
- E. "CCPA" means the California Consumer Privacy Act of 2018 (Cal. Civil Code §§ 1798.100, et seq.), as it may be amended from time to time.
- F. "Customer Data" means content provided, transmitted or displayed through the Google Services by Customer or End Users.
- G. "Deployment Attributes" means the quantified usage of the Services or other scope of use restrictions as may be specified.
- H. "Emergency Security Issue" means: (a) Customer's or End Users' use of the Google Services in violation of the AUP, which could disrupt (i) the Google Services; (ii) third parties' use of the Google Services; or (iii) the Google network or servers used to provide the Google Services; or (b) unauthorized third party access to the Google Services.
- I. "End Users" means the individuals whom Customer permits to use the Google Services, Application or Project.
- J. "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as it may be amended from time to time.
- K. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and any regulations issued under it.
- L. "Looker Product(s)" means the Services, TSS, Software, and/or other products/services that may be made available to Partner for resale.
- M. "Looker Technical Support Services" or "TSS" means the then-current technical support service provided by Google to Partner or Customer under the Looker Technical Support Services Guidelines.
- N. "Looker Technical Support Services Guidelines" or "TSS Guidelines" means the then current technical support service provided by Looker to Customer described at <https://looker.com/trust-center/legal/customers/support-iss>.

- O. "Looker Terms" mean the "Looker Terms of Service" which are described at: <https://looker.com/trust-center/legal/customers/msa>, and any incorporated terms therein that pertain to the Looker Products. These terms shall only apply to Customers that are not a U.S. Public Sector Customer.
- P. "OEM" means the original equipment manufacturer, or in the case of software, the software publisher or licensor.
- Q. "Order" means the purchase order, addenda or other document used for the purpose of ordering Google Services pursuant to this Agreement.
- R. "Project" means a grouping of computing, storage and API resources for Customer, through which Customer may use the Google Services.
- S. "Resale Services" means the resale services provided by Reseller under this Agreement; i.e. reselling and supplying the Google Services identified in an Order.
- T. "Reseller" means any of the following, as applicable depending upon the location of Reseller's office receiving Customer's Order:
- If the PO is issued to SHI International Corp.:
SHI International Corp., a New Jersey corporation with offices at 290 Davidson Ave., Somerset, NJ 08873.
 - If the PO is issued to SHI/Government Solutions, Inc.:
SHI/Government Solutions, Inc., a Texas corporation with offices at 3828 Pecana Trail, Austin, TX 78749.
 - If the PO is issued to SHI Canada ULC:
SHI Canada ULC, a Canadian corporation with offices at 325 Front Street W, Toronto, Ontario M5V 2Y1, Canada.
 - If the PO is issued to SHI Corporation UK Limited:
SHI Corporation UK Limited, with offices at 401 Grafton Gate, Milton Keynes, Buckinghamshire, England MK9 1AQ.
 - If the PO is issued to SHI Global IT Solutions Ireland Ltd:
SHI Global IT Solutions Ireland Ltd, with offices at Pembroke House, 28 - 32 Pembroke Street Upper, Dublin 2, Ireland.
 - If the PO is issued to SHI International B.V.:
SHI International B.V., with offices at Herengracht 124, 1015 BT, Amsterdam, Netherlands
 - If the PO is issued to SHI International SAS:
SHI International SAS, with offices at 9-15 Rue Maurice Mallet, 92130 Issy les Moulineaux, France.
 - If the PO is issued to SHI International Corp. Hong Kong Limited:
SHI International Corp. Hong Kong Limited, with offices at 29/F, Tower 5, The Gateway, 15 Canton Road, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong SAR, China
 - If the PO is issued to SHI Singapore Solutions Pte. Ltd.:
SHI Singapore Solutions Pte. Ltd., with offices at 7 Straits View, #08-03 Marina One East Tower, Singapore, 018936.
- U. "U.S. Public Sector Customer" means any federal, state or local government entity in the United States but excluding any (i) non-profit entities (as defined under applicable federal, state and local laws, rules and regulations) and (ii) educational institutions providing legitimate educational or instructional services.

Article 2 - Rules of Interpretation

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:

This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to this Agreement.

- 1. amendments to this Agreement, if any;
 - 2. this Agreement; and
 - 3. the Order.
- E. Documents referenced in this Agreement shall have the same force and effect as if contained in their entirety.

Article 3 - Term of Agreement

This Agreement shall be effective on the date that Customer signs the Onboarding Form (the "Effective Date") and continues for a period of 12 months, unless terminated earlier in accordance with this Agreement. At each anniversary of the Effective Date, this Agreement will automatically renew for successive 12-month periods unless either party gives 30 days' written notice of its intent not to renew.

Article 4 - Scope of Agreement

- A. The terms and conditions of the agreement between the parties for the resale of the Google Services shall consist solely and entirely of this Agreement, as it may be amended, modified or supplemented from time to time. In no event shall any other terms and conditions or other provisions apply, unless explicitly agreed to in writing and signed by duly authorized representatives of the parties.
- B. Google Services will be purchased on an "as ordered" basis through the execution of one or more Orders directing Reseller to resell the Google Services to Customer. The OEM produces the Google Services resold under this Agreement, and Customer acknowledges that Reseller shall have no liability to Customer for the Google Services beyond the processing of invoices and payment therefor.

Article 5 - Related Documents

Customer acknowledges that Customer's use of the Google Services is subject to the following referenced Google Cloud Platform documents:

- A. Google Service Terms:

The document(s) described in Paragraph 1 above, for non-U.S. Public Sector Customers, or Paragraph 2 above, for Public Sector Customers, are referred to herein as the "Google Service Terms". For purposes of this Agreement, the Google Service Terms are between Customer and Google, and Customer agrees to look solely to Google for satisfaction of all license and support claims or obligations related to the Google Services.

1. If Customer is not a U.S. Public Sector Customer, then the following Google Service Terms apply:
 - Service Specific Terms, the then-current terms specific to one or more Google Services, located at <https://cloud.google.com/cloud/terms/service-terms>.
2. If Customer is a U.S. Public Sector Customer, then the following Google Service Terms apply:
 - Google Cloud Platform End User License Agreement, the then-current terms of service for Customer's use of the Google Services, located at <https://www.carahsoft.com/google/contracts/end-user-terms> (under "Google Cloud Platform Documentation")
- B. Service Level Agreements, the then-current service level agreements, located at <https://cloud.google.com/terms/sla> (each, an "SLA"). Customer acknowledges that Google will provide the Google Services in accordance with the applicable SLA (if any). To the extent permitted by law, Customer's only remedies for Google's failure to provide the Google Services in accordance with the applicable SLA are those stated in such SLA, and Google will make such remedies available to Reseller to pass through to Customer.
- C. Acceptable Use Policy, the then-current acceptable use policy for the Google Services, located at <https://cloud.google.com/terms/aup> (the "AUP").
- D. Data Processing and Security Terms, the then-current terms describing data processing and security obligations with respect to Customer Data, located at <https://cloud.google.com/terms/data-processing-terms/partner> (the "Data Processing and Security Terms") (for purposes of this Agreement, references therein to "Partner Data" shall mean "Customer Data" and references therein to "Partner Personal Data" shall mean "Customer Personal Data").
- E. Services Summary, the then-current description of the Google Services, located at <https://cloud.google.com/terms/services>.
- F. Territory List, the then-current list of countries in which Reseller is authorized to provide the Resale Services, located at <https://cloud.google.com/gcp-territory-list> (the "Territory List").

Article 6 - Google's Communications with Customers

- A. Customer agrees to allow Reseller to provide Google with Customer's contact details, and further agrees to obtain the appropriate consents from Customer and End Users to allow Google to use such details to communicate directly with Customer for the following purposes:
 1. as required to execute any non-standard orders;
 2. for purposes related to the provisioning of the Google Services to Customer's Account, including in relation to any Google Service updates or security incidents;
 3. as required to ensure Customer is notified of available options to maintain continuity in Google Service provisioning; and
 4. to conduct customer service and satisfaction surveys.
- B. Customer agrees that Google shall be allowed to use Customer's details as provided in Paragraph A above to inform Customer about new or additional Google products related to

the Google Services that Customer is using. Google will use reasonable efforts to allow Customer to opt out of receiving such communications at any time.

Article 7 - Invoicing, Terms of Payment, Price and Tax

- A. Invoices for the Google Services will be issued monthly at the end of the then-current month.
- B. Invoices shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after receipt of a valid invoice at the remit-to address specified by Customer.
- C. All fees payable hereunder are non-cancellable once an Order is placed. All payments due are in U.S. dollars or, if different, in the currency indicated on the invoice.
- D. Tax
 - 1. Customer will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Google Services under this Agreement. When Reseller is authorized to collect such taxes, they will be separately stated on Reseller's invoices and reported and paid to appropriate taxing authorities by Reseller. For destinations where Reseller is not authorized to collect such taxes, no tax will be shown on Reseller's invoice, and, if applicable, Customer will be responsible for remitting such tax payments directly to the appropriate taxing authority.
 - 2. For those states that provide a sales and use tax exemption for electronically delivered software, Reseller agrees that such taxes shall not be collected from Customer or remitted to the applicable state taxing authorities.
 - 3. All other taxes, including a party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the party that incurs the tax liability.

Article 8 - Contractual Relationship

- A. It is the intent of the parties that the relationship of Customer and Reseller be that of "customer" and "independent contractor," respectively. As an independent contractor, Reseller shall not act as or be an agent or employee of Customer in regard to this Agreement.
- B. Customer acknowledges that Google and Reseller are independent contractors and that Reseller is not Google's agent or partner or in a joint venture with Google.

Article 9 - Representations and Warranties

- A. Reseller hereby represents and warrants to Customer that for the term of this Agreement:
 - 1. Reseller shall perform the Resale Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
 - 2. Reseller will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally perform the Resale Services. Reseller understands and acknowledges that Reseller is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the performance of the Resale Services.

3. Reseller has all rights, approvals and/or authorizations necessary to perform the Resale Services.
 4. Reseller is authorized to execute this Agreement and is qualified to perform the Resale Services.
- B. Warranty of Google Services
1. Customer acknowledges that Reseller is a value added reseller of the Google Services, not the OEM or licensor. Customer further acknowledges that Customer has made and will make its own selection of the Google Services to be ordered hereunder based on its own evaluation of the character of such Google Services and its use needs.
 2. RESELLER HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE GOOGLE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NONINFRINGEMENT.

Article 10 - Compliance

- A. At all times during the term of this Agreement, the parties shall comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations, including those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.
- B. At all times during the term of this Agreement, Customer (a) shall comply, and shall ensure that its End Users comply, with the applicable Google Service Terms and the AUP, and (b) shall not, unless Reseller or Google specifically agrees in writing:
1. copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Google Services (subject to any third party license terms provided, and except to the extent such restriction is expressly prohibited by applicable law);
 2. create multiple Applications, Accounts, or Projects to simulate or act as a single Application, Account, or Project (respectively) or otherwise access the Google Services in a manner intended to avoid incurring fees;
 3. unless otherwise stated in the applicable Google Service Terms, use the Google Services to operate or enable any telecommunications service or in connection with any Application that allows Customer or End Users to place calls or to receive calls from any public switched telephone network; or
 4. access or use the Google Services: (i) to create, transmit, process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State, (ii) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Google Services, or (iii) to transmit, store, or process Protected Health Information (as defined in HIPAA) (unless Customer has executed a BAA with Reseller and/or Google).
- C. Customer represents and warrants to Reseller that it is located in a country included on the Territory List.

Article 11 - Data Privacy

- A. The Data Processing and Security Terms are being provided by Reseller to Customer.
- B. At all times during the term of this Agreement, Reseller and Customer shall each comply with all applicable data protection legislation.

- C. Customer acknowledges that (i) Google is a processor of any personal data processed by Google on Customer's behalf and (ii) Customer is the controller of any such data (as the terms "controller", "processed", "processor" and "personal data" are defined in the GDPR), and (ii) Google is a service provider of any personal information processed by Google on Customer's behalf and Customer is a business (as the terms "service provider", "business", and "personal information" are defined in the CCPA).
- D. Customer, as controller, appoints Google as a processor and service provider to process Customer Data, including any personal data, on Customer's behalf in providing the Google Services. Customer acknowledges that Customer Data will be made available to Google as part of the Google Services and consents to Google processing all Customer Data on its behalf. In some cases, Customer may act as processor for its own customers, in which case Customer appoints Google as Customer's service provider or sub-processor in providing the Google Services.
- E. Customer is responsible for providing the necessary notices, and obtaining and maintaining any consents, required from Customer and End Users to allow Reseller and Google to perform their respective obligations in connection with this Agreement. Customer will protect End Users' privacy and legal rights under all applicable laws and regulations, and shall communicate a legally adequate privacy notice to End Users.
- F. Reseller shall have no ability to access, monitor, use, disclose, or process personal data submitted by Customer and End Users through the Google Services. In no event shall Reseller be deemed to be a processor (within the meaning of the GDPR) or a service provider (within the meaning of the CCPA) with respect to personal data on behalf of Customer.

Article 12 - Limitation of Liability

- A. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE SHALL NOT BE LIABLE TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM RESELLER'S PROVISION OF RESALE SERVICES TO CUSTOMER.
- C. EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THIS AGREEMENT FOR THE YEAR PRIOR TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RESELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

Article 13 - Indemnity

- A. Subject to Paragraph B below, unless prohibited by applicable law, Customer will defend Reseller and its Affiliates ("Reseller Indemnified Parties"), and indemnify them against, damages and costs awarded in a final judgment against the Reseller Indemnified Parties by a competent court in any third-party legal proceeding to the extent arising from (1) any

Customer Data or (2) Customer's or End Users' use of the Google Services in violation of the AUP.

- B. Customer's indemnification obligations under Paragraph A above are conditioned on Reseller (1) promptly notifying Customer in writing of any allegations that preceded the legal proceeding, (2) reasonably cooperating with Customer to resolve the allegation(s) and (3) tendering sole control of the indemnified portion of the legal proceeding to Customer. Reseller may appoint its own non-controlling counsel, at its expense.

Article 14 - Cessation / Suspension

- A. Google reserves the right to remove Projects for inactivity upon thirty days' advance notice if, for a period exceeding 180 days, such Project does not have (1) active virtual machine or storage resources, (2) associated Applications that are serving any requests and (3) has not incurred any fees for Google Services.
- B. If Reseller or Google becomes aware that any Application, Project or Customer Data violates the AUP, Reseller or Google, as applicable, may immediately suspend the Application, Project or Customer's access to or use of the Google Services until such violation is corrected.
- C. Google may immediately suspend Customer's use of the Google Services (1) if there is an Emergency Security Issue or (2) Google is required to do so in order to comply with applicable law. At Customer's request, and in accordance with applicable law, Google will notify Reseller of the basis for the suspension as soon as is reasonably possible.
- D. If Reseller has reasonable grounds for insecurity regarding Customer's performance of any of its obligations under this Agreement, Reseller may, immediately upon notice to Customer, suspend Customer's right to access or use any portion or all of the Resale Services and demand Adequate Assurance within 10 business days. Customer's failure to timely provide Adequate Assurance shall constitute grounds for Reseller to terminate this Agreement for cause as provided herein. "Adequate Assurance" means advance payment by Customer to Reseller, in the form of cash or a letter of credit at Customer's option, equal to the aggregate amount of fees owed by Customer to Reseller in the following 3-month period.
- E. Any suspension under this Article 14 will be to the minimum extent and for the shortest duration required to prevent or terminate the offending use, or comply with applicable law. Fees may continue to accrue during a suspension.

Article 15 - Termination

Either party may terminate this Agreement, without cause and for its own convenience, by giving the other party a written "Notice of Termination for Convenience," specifying the extent to which this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall provide a minimum of thirty days' notification before the termination is effective.

Either party may suspend or terminate this Agreement in whole or in part by giving the other party a written "Notice of Termination for Cause," specifying one or more of the following causes or circumstances:

Upon any termination of this Agreement:

- A. Termination for Convenience
- B. Termination for Cause

1. if a party is in material breach of this Agreement, including nonpayment, and fails to cure that breach within 30 days after receipt of written notice;
 2. if a party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or
 3. if a party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- C. Termination by Reseller
1. Reseller may immediately suspend or terminate this Agreement in whole or in part, and/or Google may suspend Customer's use of the Google Services, if such party becomes aware that Customer has engaged in any illegal or deceptive trade practices or any other behavior prohibited by this Agreement.
 2. Reseller may immediately terminate this Agreement upon notice to Customer in the event that Reseller's agreement with Google pursuant to which Reseller is authorized to provide Resale Services is terminated for any reason.
- D. Effect of Termination
1. Reseller shall (a) stop the Resale Services on the date and to the extent specified in the termination notice and (b) place no further Orders, except as may be necessary for completing such portion of the Orders which have not been terminated.
 2. Customer shall remain responsible for all fees and charges it has incurred through the date of termination, including for any purchased commitments and any in-process tasks completed after the date of termination.

Article 16 - Publicity, Marks

- A. During or after the term of this Agreement, Reseller shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to Customer, its Affiliates, or this Agreement, without Customer's prior written approval and compliance with any terms and conditions related to such use which Customer provides to Reseller.
- B. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

Article 17 - Assignment and Subcontracting

- A. Neither party may assign, subcontract, or transfer this Agreement or any part thereof without the other party's prior written consent, and any such assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all of its assets.
- B. Notwithstanding Customer's written consent to a proposed subcontract, Reseller shall remain responsible for all subcontracted Resale Services and the payment therefor, and Reseller shall be liable to Customer for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.
- C. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

Article 18 - Force Majeure

- A. Neither party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control which are not foreseeable (each, a "Force Majeure Event"). In the event of a Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- B. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Reseller shall notify Customer promptly of any such delay and shall specify the effect on the Resale Service delivery as soon as practical.
- C. For the avoidance of doubt, neither party shall be excused from its obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under this Agreement or by such party's negligence or omission, there shall be no relief for such party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, the party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other party.

Article 19 - No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing" waiver of any such provision, or a waiver of the right of the parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the parties' respective authorized representatives. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

Article 20 - Severance

Should any term or condition of this Agreement be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and nevertheless remain valid, legal and enforceable, and the unenforceable provision will be severed from this Agreement.

Article 21 - Claims/Disputes/Governing Laws

- A. All claims arising out of or relating to this Agreement or the Google Services will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA. The parties consent to personal jurisdiction in those courts.
- B. Any claim or dispute which either party may have against the other arising out of this Agreement shall be presented by the claimant in writing to the other party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or

become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.

- C. In the event of any such claim or dispute, the parties' respective authorized representatives shall use their reasonable best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be escalated and further negotiated between more senior officials from each of the parties who shall have decision making authority (but not direct responsibility for the administration of this Agreement); provided, however, that nothing herein shall prohibit either party from terminating its participation in the dispute during any stage of the process.
- D. If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment pursuant to Paragraph B above, either party may, upon giving the other party at least ten days' prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the venue stated in Paragraph A above, in accordance with the rules of that court and laws of that jurisdiction. Either party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter.
- E. The parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in the case of any default or threatened default in the performance of the parties' respective obligations under this Agreement and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.
- F. Except as expressly stated in this Agreement, the parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved party determines.
- G. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not otherwise specifically awardable under any law or court rule.

Article 22 - Survival of Obligations

The obligations of the Parties in the following Articles herein shall survive termination or expiration of this Agreement:

Article 9 – Representations and Warranties

Article 10 – Compliance

Article 12 - Limitation of Liability

Article 13 – Indemnity

Article 21 - Claims/Disputes/Governing Laws

Article 23 - Modification of Terms

Reseller may modify ("Change") this Agreement at any time. If any Changes are material, Reseller will notify all current Customers by email a reasonable amount of time before such Changes go into effect (the "Change Effective Date"). If a Customer does not accept such Changes, the Customer

must terminate this Agreement prior to the Change Effective Date. If the Customer continues using the Google Services purchased hereunder after the Change Effective Date, such use will constitute Customer's acceptance of the Changes.

Article 24 – Looker Terms

If your purchase includes Looker Products and/or Services and you are not a U.S. Public Sector Customer, the below terms will apply:

- A. If you have a Minimum Commitment under an agreement to these terms and conditions, the Looker Product SKUs that are available at <https://www.cloud.google.com/skus/other> will count towards your Minimum Commitment obligation under the specified Subaccount.
- B. You agree to provide any additional contact details as may be reasonably required for the provisioning of Looker Products to the applicable subaccount. If additional Looker Product orders are placed, Google may add additional Deployment Attributes for a pro-rated term. Google reserves the right to reject any Looker Product order for any reason.
- C. You agree to the Looker Terms, as may be updated from time to time. You further agree to comply with any additional terms set out in an order as may be required.
- D. You agree that Google will provide technical support for the Looker Products to you directly in accordance with the Looker Technical Support Services, subject to your purchase of technical support throughout the applicable term. Support under the TSS will only be provided in a permitted Territory for the Looker Product. You agree to contact Google directly for support issues related to Looker Products. Under no circumstances will Google have any technical support obligations relating to any third party products or services that are provided in conjunction with, or otherwise associated with, the Looker Product(s).
- E. Should Google request a services review of your use of the Looker Products, consistent with the terms set forth in the Looker Terms, you agree to reimburse SHI for the costs of such review, if required under this Agreement. SHI shall be entitled to recover any fees due as a result of the services review.

Article 25 - Entire Agreement

This Agreement, including all Orders, shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. Except as expressly provided in Article 23, this Agreement, including any Order, shall not be modified or rescinded, except by a writing signed by Reseller and Customer. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the parties with respect to the subject matter of this Agreement.