COMM-IT TECHNOLOGY SOLUTIONS
Google Cloud Platform Resale Terms

Updated, April 5, 2022

These Resale Terms ("**Terms**"), entered between Comm-IT Technology Solutions ("**Commit**", "**we**," "**us,**" or "**our**") and You or the entity you represent ("**You**" or "**Customer**"), as the Customer obtaining the Google Cloud Platform services (the "**Services**" as defined herein) through Commit, set forth and governs the terms and conditions for the purchase of Google Cloud Platform services by You through Commit and your use of such Google Cloud Platform services. Note that the Google Cloud Platform services are made available, offered and/or licensed by Google. In these Terms, each Commit and Customer shall be referred to as a "Party" and collectively as the "Parties".

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws including, Canada's Corruption of Foreign Public Officials Act of 1998 (as amended from time to time), the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone including government officials to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employees; candidates for public office; members of royal families; and employees of government-owned or government-controlled companies, public international organizations, and political parties.

"AUP" means the acceptable use policy for the Services currently located at https://cloud.google.com/cloud/terms/aup for Google Cloud Platform, and https://cloud.google.com/maps-platform/terms/aup for Google Maps Platform, and http://cloud.google.com/terms/marketplace-aup for Marketplace (as may be updated by Google from time to time).

"Application(s)" means any web application Customer creates using the Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

"Customer Data" means data provided to Google by or on behalf of End Users via the Services.

"Customer Information" means: (a) any data received by Commit from, or maintained by Commit on behalf of, a Customer, its affiliates and/or its End Users in connection with the resale or supply of the Services and/or Provisioning Services, including any Personally Identifiable Information and End User passwords; and (b) any administrative accounts accessed by Commit in connection with the resale or supply of the Services and/or Provisioning Services, and any passwords for such accounts.

"End Users" means the individuals whom Customer permits to use the Services, Application(s), Project or Vendor Products. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.

"Export Laws" means all applicable export and re-export control laws and regulations including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control and the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Google" means Google LLC and its affiliates, the manufacturer, distributor, licensor and/or provider of the Services resold to Customer by Commit.

"Google Cloud Platform" means the suite of cloud computing services that Commit is authorized to resell from Google, a summary of which is found at https://cloud.google.com/terms/services (as may be updated by Google from time to time).

"Google Product" means any Software, service, or dataset provided by Google, and any updates to the foregoing. For the avoidance of doubt, Customer's use of Google Products is governed by Service Specific Terms under which Google provides Customer with access to and use of Google Cloud Platform and not the Marketplace Terms of Service.

"Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Services.

"Personally Identifiable Information" includes, without limitation, names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, protected health information, geolocation information, and any other information about individual persons or their use of the Services.

"Provisioning Services" means the following provisioning services relating to the Services, if applicable: Customer account activation services, including administrative account setup and placing initial the Proposals for End Users; managing additional Customer the Proposals; suspending either a domain owned by a Customer (as such domain is specified during the signup process for use of the Service) or individual End User accounts; and such other services required to administer a Customer's account as may be required.

"Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Services.

"Services" means the services offered by Google via the Google Cloud Platform.

"Service Specific Terms" means the terms and conditions that are specific to each Service or Software as set out at https://cloud.google.com/cloud/terms/service-terms in the case of Google Cloud Platform (as may be updated by Google from time to time).

"SLA" means the service level agreement as defined in the Service Level Agreement as set out at https://cloud.google.com/terms/sla in the case of Google Cloud Platform, and at https://cloud.google.com/maps-platform/terms/sla in the case of Google Maps Platform (as may be updated by Google from time to time).

"Software" means any downloadable tools, software development kits, or other proprietary computer software provided by Google in connection with the Services, and any updates Google may make to such Software from time to time.

2. **Use of Services and Commit Status - Reseller Only**.

2.1. Pursuant to the Terms, subject to completing a proposal approval process as contemplated herein, we grant you the right to access and use the Services and to install and use any purchased Software included with your subscription, as further described in the Google documents herein. In the Proposal to be entitled for the above rights, You shall issue to Commit a proposal acknowledgement and approval in a form acceptable to Commit (the "**Proposal**") which shall include the description and quantity of the Services the Proposal. At our request, a hard copy

the proposal will be issued by You however any terms and conditions contained in any such the proposal will be null and void.

2.2. Customer acknowledges and agrees that the Services or any Google Product purchased by Customer form Commit are resold by Commit for Customers and Customer including any End User's may use the Services only under the Terms herein. Commit is not an agent or representative of Google or in a joint venture with Goggle nor is it the developer, creator, manufacturer, or licensor of the Services or any Google Product. As such, all underlying Services or Google Products offered and purchased by Customer are purchased, "as is", as passthrough by Commit. In purchasing the Services or any Google Product, Customer exclusively relies on Google's (or the relevant vendor's) specifications and the Google applicable terms as included herein such as the Service Specific Terms, the SLA, the Technical Support Services Guidelines, the AUP or other terms detailed in the Terms. Customer will not rely on any statements, documents or specifications provided by Commit unless specifically otherwise agreed by the Parties.

3. **Customer and End User approvals and consents**. By agreeing to the Terms, You grant your consent for Commit to participate or share any data and/or any other Customer Information You have provided us with Google for the purpose of allowing Google to communicate with You. Such communication may include sending notices, delivery of updates, conducting customer service and satisfaction surveys, and providing technical support in connection with the Services. You shall be responsible and liable to obtain and maintain as required herein and pursuant to any applicable law, any and all authorizations, licenses, consents or approvals required from your End Users to allow Google and Commit to perform their obligations under these Terms.

4. **Parties Representations and Warranties**.

4.1. Commit represents and warrants it is authorized by Google to provide access and right to use the Services, all as defined hereinafter, subject to the Google Terms and the Terms herein; The Terms herein shall govern, apply and define the Parties' legal relationship as set out in the Terms.

4.2. Customer represents and warrants that: (a) it accepts and will comply with the applicable Service Specific Terms, the AUP, any related vendor Agreement (as the case may be), and will be responsible to review on a continuance basis, such terms to ensure its compliance with any updates. Customer acquires no proprietary rights in the Services, a Google Product or any related third party products except as may be set forth in the Service Specific Terms or such agreements (as the case may be) (b) it will not and may not resell, distribute, lease or grant any other rights or entitle any third party (other than the End User's) to access or use the Services, Google Product, or third party vendor products (c) it will comply with all applicable laws, rules and regulations, including to the extent applicable, public procurement laws, Export Laws, Anti-Bribery Laws, applicable Data Protection Legislation, and not make any facilitation payments (i.e., payments to induce officials to perform routine functions they are otherwise obligated to perform), or otherwise by act(s) or omission(s) place Google or Commit in violation of applicable laws.

5. **Data Protection**. Google is a processor, and Customer is the controller of any personal data, and the terms "controller", "processed", "processor" and "personal data'' have the meaning given in the *European Data Protection Legislation*. Where Commit is a processor of any personal data, Commit will process all personal data in accordance with applicable data privacy legislation, including the *European Data Protection Legislation*. Where Non-European Data Protection Legislation applies to Commit's processing of any personal data in relation to these Terms, Commit shall comply with such applicable legislation.

6. **Technical Support**. Unless otherwise agreed by the Parties in a separate written agreement, pursuant to the terms herein Commit does not provide technical support in connection with the Services. Where applicable, subject to payment of applicable support fees, such technical support services ("**TSS**') to Customers is available and is provided by Google during the applicable term, directly pursuant and subject to the Google's Technical Support Services Guidelines described in https://cloud.google.com/terms/tssg (as updated by Google from time to time). If additional support is required by Customer, Customer can purchase such support directly from Google. Customer is responsible

for technical support of its Applications and Projects. If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and TSS Fees before the downgrade for the remainder of that month.

7. **Use restrictions**

a. Use of Services. Unless Google specifically agrees in writing, Customer will not, and will not allow any 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 or all of the source code of the Services (subject to any third party license terms and except to the extent such restriction is expressly prohibited by applicable law); (b) create multiple Applications or projects to simulate or act as a single Application or project (respectively) or otherwise access the Services in a manner intended to avoid incurring fees; (c) unless otherwise stated in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows Customer or its End Users to place calls or to receive calls from any public switched telephone network; or (d) access or use the Services: (i) to create, transmit, process or store any Customer Data that is subject to Export laws, (ii) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services, or (iii) to transmit, store, or process Protected Health Information (as defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) (unless Customer and Google execute a HIPAA BAA).

b. Benchmarking. Customer may not publicly disclose directly or through a third party the results of any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Services, unless the disclosure includes all information necessary for Google or a third party to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of the Services and publicly discloses the results directly or through a third party, then Google (or a Google-directed third party) may conduct Tests of any publicly available products or services provided by Customer and publicly disclose the results of any such Test (which disclosure will include all information necessary for Customer or a third party to replicate the Test). To the extent this Section 7(b) conflicts with any other Customer product or service terms, this Section 7(c) will govern.

8. **SLA.** The SLA Seth forth the Customer's sole and exclusive remedy for any failure by Google to meet the SLA. Should Google fail to maintain Services availability as specified within the applicable SLA, the sole and exclusive remedies available to Customer will be those remedies specified under the Service Specific Terms and must request such remedies directly from Commit.

9. **Invoices and Payment**.

a. We will invoice You for Services as set in the Proposal and herein. Invoices will include (as applicable): the proposal number (if applicable), a list of Services to be supplied, price, and details to which Customer will remit payment. Each Invoice shall be paid in the currency billed by Commit.

b. All payments of invoiced amounts shall be made within ten (10) days from the date of invoice. Prices are exclusive of any taxes. You shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any The Proposal. You shall be responsible for any applicable taxes that you are legally obligated to pay including any taxes that arise on the provision of Services to your Affiliates. We shall be responsible for all taxes based on our net income. If any taxes are required to be withheld on payments as required by applicable law, the payment shall be subject to such withholding provided they are paid and transferred to the appropriate tax authority and provided further that you promptly secure and deliver an official certificate evidencing those withholdings and other documents we reasonably request to claim as a foreign tax credit or refund. You shall ensure and take required measures to verify that any taxes withheld are

minimized to the extent possible under applicable law. Overdue invoices shall be subject to an interest rate of 1.5% per month calculated monthly from the date payment was due until the date payment is made, without prejudice to any other rights, remedies or resources which Commit may have under these Terms, at law or in equity.

c. Commit may suspend the provision of Services if You breached your payment obligations hereunder. Commit reserves the right to make adjustments to pricing and offerings for reasons including, but not limited to, discontinuation, unavailability, supplier price changes, foreign exchange rate changes and fluctuations, and errors in advertisements.

d. Your payment obligations for any fees pursuant to an The Proposal placed for the Services and executed by the Parties, is non-cancellable, and any fees paid will not be refunded.

10. **Intellectual Property Rights; Confidential Information**

10.1. Except as expressly set forth in these Terms, these Terms do not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application (if applicable), and Google owns all Intellectual Property Rights in the Services and Software or Google Products.

10.2 Use of Customer Data. Google will not access or use Customer Data, except as necessary to provide the Services and TSS to Customer.

10.3 Customer Feedback. If Customer provides Google Feedback about the Services, then Google may use that information without obligation to Customer, and Customer hereby irrevocably assigns to Google all right, title, and interest in that Feedback.

10.4. **Confidentiality**.

a. In this section "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under these Terms pr the The Proposal, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that was known to the recipient prior to its delivery to the recipient, independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.

b. Recipients will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under these Terms, while using reasonable care to keep it confidential.

c. Required Disclosure. Notwithstanding any provision to the contrary in these Terms, the recipient may also disclose Confidential Information to the extent required by applicable Legal Process (as defined hereunder); provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, Customer is responsible for responding to all third party requests concerning its use and

Customer End Users' use of the Services. In this section "Legal Process" means a data disclosure request made under law, governmental regulation, court the Proposal, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

d. Further, each Recipient shall be permitted to use the Residuals related to its current or future business activities, which result from access to or work with such Confidential Information, provided that each Recipient shall maintain the confidentiality of the Confidential Information as provided herein, and such use shall not be for the purposes of reverse engineering. The term "Residuals' ' means any and all Confidential Information in intangible form that may be retained in the "unaided" memory of a person having access to that information, including ideas, concepts, know-how or techniques contained therein. For purposes of this Section a person's memory is considered to be "unaided" if the person has not intentionally memorized or set down intangible form, the Confidential Information for the purpose of retaining and subsequently using or disclosing it. Each Recipient's use of such Residuals remains subject to valid copyrights, patents and trade secret rights of each disclosure. Each recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals that is not in violation of the terms of this Agreement.

11. **Indemnification by Customer**. You will defend, indemnify, and hold us harmless, our affiliates and licensors, and each of their respective officers and directors from and against any losses arising from any third party claim in connection with or relating to: (a) breach by Customer of any of its obligations under these Terms; (b) violation by Customer of any applicable law, rule or regulation; and (c) any use of the Services or its End Users in violation of the AUP, Service Specific Terms.

12. **DISCLAIMER AND LIMITATION OF LIABILITY**.

a. THE SERVICES OR ANY GOOGLE PRODUCT IS PROVIDED "AS IS." COMMIT PROVIDES NO LIABILITY, INDEMNITIES, WARRANTIES, OR REPRESENTATIONS IN CONNECTION WITH THE SERVICES WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABLE QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. COMMIT SHALL NOT BE LIABLE FOR DELAYS OR FAILURE OF GOOGLE TO PROVIDE THE SERVICES.

b. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AND AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS IS HEREBY LIMITED TO A MAXIMUM OF THE DOLLAR AMOUNT PAID FOR SUCH SERVICES BY CUSTOMER IN THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES OF ANY KIND, OR FOR BUSINESS INTERRUPTION OR DOWNTIME, LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEMS OR NETWORKS, OR THE RECOVERY OF SUCH, THE AVAILABILITY OF THE SERVICES OR VENDOR PRODUCTS, LOST REVENUE, LOST PROFITS, LOST SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF IT HAD BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR EVEN IF REASONABLY FORESEEABLE. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

d. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GOOGLE BE RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM COMMIT'S DISTRIBUTION OR RESALE OF THE SERVICES TO CUSTOMER. EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE SPECIFIC TERMS OR OTHER GOOGLE APPLICABLE TERMS OF SERVICE, GOOGLE PROVIDES NO WARRANTIES IN CONNECTION WITH THE SERVICES OR VENDOR PRODUCTS, INCLUDING BUT NOT LIMITED

TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. **Term and Termination**.

a. Unless otherwise stated in theProposal, these Terms are in effect as of the date of their acceptance and shall remain in effect for an initial period of twelve months ("**Initial Term**"). Following the Initial Term this Agreement shall be renewed automatically for succeeding terms of twelve (12) months each unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any term of its intention to terminate the Agreement. Upon any termination, Customer will pay for all Services and Vendor Products provided up to the effective date of termination (including payment of all fees for the remaining duration of the subscription term for a Subscription Product).

b. To the extent permitted by applicable law, either party may terminate these Terms immediately on written notice if the other party (a) is in material breach of these Terms (or the terms referenced herein) and fails to cure that breach within 30 days after receipt of written notice of the breach (b) becomes insolvent or unable to pay its debts as they mature; (c) makes an assignment for the benefit of its creditors; or (d) seeks relief, or if proceedings are commenced against such party or on its behalf, under any bankruptcy, insolvency or debtors' relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof.

c. Suspension. If Google or Commit becomes aware that Customer or any End User's use of the Services or Vendor Products violates the AUP, the Service Specific Terms or Marketplace Terms of Service, Commit will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of request, then Google and Commit may suspend all or part of Customer's use of the Services or Vendor Products until the violation is corrected.

16. Miscellaneous.

a. Choice of Law and jurisdiction. These Terms including the The Proposal terms shall be governed by the law of the State of Israel without regard to its conflict of laws rules. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Tel Aviv or Central District Israel in connection with any dispute arising out of or in connection with these Terms. In either case, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

b. Customer acknowledges that Commit and Google are independent contractors and Commit is not Google's agent or partner or in a joint venture with Google and nothing herein creates a partnership, employer/employee, or any similar relationship between the Parties.

c. Neither Party shall assign its rights and obligations herein without the prior consent of the other party such consent shall not be unreasonably withheld.

d. Failure to enforce any provision of these Terms will not constitute a waiver.
These Terms constitute the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. Survival. Any term or condition which is clearly intended to survive the expiration or termination of these Terms, shall survive any expiration or termination of these Terms.

e. In the case of a conflict between any of the Google terms referred in the Terms and these Terms, the Google terms shall prevail.

f. Force Majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of law or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under these Terms.

g. All notices must be in writing and addressed to the other party's legal department and primary point of contact as set in the The Proposal. The email address for notices being sent to Google's Legal Department is legal-notices@google.com. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

h. This Agreement does not confer any benefits on any third party unless it expressly states that it does.