



174 Hobbs Ct., Milpitas, California 95035

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GOOGLE CLOUD PLATFORM CUSTOMER AGREEMENT

This GOOGLE CLOUD PLATFORM CUSTOMER AGREEMENT (this “Agreement”) is made and entered into as of the date the last party executes the Google Cloud Platform Order Form (the “Order Form”), thereby indicating acceptance of the terms of this Agreement between Pluto7 Consulting Inc., a California corporation, with offices at 174 Hobbs Ct., Milpitas, California 95035 on behalf of itself and its affiliates (“Pluto7”), and the Customer as listed on the Order Form (hereinafter “Customer”). The terms of the Order Form are incorporated herein by this reference.

1. SERVICES. This Agreement establishes the terms under which Pluto7, as an authorized reseller of Google LLC (“Google”), will provide Customer with access to the Google Cloud Platform services set forth in the Order Form.

1.1 Google Terms of Service. The Articles of the Google Cloud Platform terms of service found at <https://cloud.google.com/terms> (the “Google TOS”) are hereby incorporated into this Agreement by reference with the amendments set forth below. Capitalized terms used in this Agreement that are not defined herein have the meanings assigned to them in the Google TOS.

(a) For purposes of the Google TOS, “Agreement” will mean this Agreement, including those portions of the Google TOS incorporated herein.

(b) The last two sentences of Section 1.5 (Accounts) are amended and restated as follows: “Customer will use commercially reasonable efforts to prevent any unauthorized use of the Services and to terminate any unauthorized use. If Customer becomes aware of any unauthorized use of its password, its Account, the Token, or the Services, Customer will notify Pluto7 as promptly as possible. Pluto7 has no obligation to provide Customer multiple Tokens or Accounts.”

(c) Paragraph b. of Section 1.7 (Modifications) is amended and restated as follows: “b. To the Google TOS. Google may make changes to the Google TOS (and any linked documents (other than the Data Processing and Security Terms), including those found at the URLs associated with the following terms: Services, SLA, Service Specific Terms and TSS Guidelines) from time to time. Unless otherwise noted by Google, material changes to the Google TOS will become effective 30 days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. Google will provide at least 90 days’ advance notice for materially adverse changes to any SLAs, notice may be given by posting a notice to the applicable SLA webpage. Materially adverse changes to the SLAs will become effective after the 90-day notice period. If Customer does not agree to the revised Google TOS, Customer has the right to stop using the Services. Google will post any modification to the Google TOS to the Terms URL.”

(d) Article 2 (Payment Terms) does not apply to Customer and is deleted in its entirety and replaced with the Payments terms stated below in this Agreement and the Order Form.

(e) The second sentence of Section 3.1 (Compliance) is amended and restated to read as follows: “Pluto7 and Google reserve the right to review the Application, Projects, and Customer Data for compliance with the AUP.”

(f) Section 3.2 (Privacy) is amended and restated in its entirety to read as follows: “Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement and to allow Pluto7 to perform its obligations under this Agreement.”



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(g) Section 3.3 (Restrictions) is amended and restated in its entirety as follows: “Customer will not, and will not allow 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 Section 3.4 (Third Party Components) and except to the extent such restriction is expressly prohibited by applicable law); (b) use the Services for High Risk Activities; (c) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; (d) create multiple Applications, Accounts, or Projects to simulate or act as a single Application, Account, or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring Fees; (e) 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 End Users to place calls or to receive calls from any public switched telephone network; or (f) access or use the 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 Services, or (iii) to transmit, store, or process Protected Health Information (as defined in HIPAA) unless both parties execute a HIPAA BAA. Customer is solely responsible for any applicable compliance with HIPAA.”

(h) The second and third sentences of Section 4.1 (Suspensions/Removals) are amended and restated to read as follows: “If Customer fails to suspend or remove as noted in the prior sentence, and Pluto7 becomes aware that any Application, Project, or Customer Data violates the AUP, Pluto7 may immediately suspend the Application, Project or Customer’s access and/or remove the relevant Customer Data or Pluto7 or Google may specifically request that Customer correct the violation. If Customer fails to comply with such a request within 24 hours, or if Pluto7 or Google is otherwise required by applicable law to take action, then Pluto7 or Google may suspend all or part of Customer’s use of the Services until the AUP violation is corrected.”

(i) Section 4.2 (Emergency Security Issues) is amended and restated in its entirety to read as follows: “Despite the foregoing, Google may immediately suspend Customer’s use of the Services if (a) there is an Emergency Security Issue or (b) Google is required to suspend such use immediately to comply with applicable law. At Customer’s request, and in accordance with applicable law, Pluto7 will notify Customer of the basis for the suspension as soon as reasonably possible. Any suspension under this Section will be the minimum extent and for the shortest duration required to: (i) prevent or terminate the offending use or (ii) comply with applicable law.”

(j) Section 6.2 (By Google) does not apply to Customer and is deleted in its entirety.

(k) In Article 9 (Term and Termination), the term “Google” is replaced by “Pluto7” in all instances where it appears and Section 9.3 is amended and restated in its entirety to read as follows: “Pluto7 reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice, if, for a period of 60 days, such Project does not have: (i) active virtual machine or storage resources, (ii) associated Applications that are serving any requests; and (iii) such Project has not incurred any Fees for such Service(s).”

(l) In Section 11 (Representations and Warranties), the last sentence is deleted in its entirety and replaced with the following: “Pluto7 warrants that the Services will be provided in accordance with the applicable SLA (if any). To the extent permitted by law, the only remedy for failure to provide the Services in accordance with the applicable SLA are those stated in the SLA.”

(m) Pluto7 will be deemed to be a “SUPPLIER” of Google for purposes of Article 12 (Disclaimer), and an additional sentence is added to the end of Article 12, to read as follows:



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“TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE HAS NO LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM PLUTO7’S DISTRIBUTION AND RESALE OF THE SERVICES TO CUSTOMER.”

(n) Article 13 (Limitation of Liability) is amended and restated in its entirety to read as follows:

“13.1 Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PLUTO7 NOR CUSTOMER WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

13.2 Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER Pluto7 NOR CUSTOMER MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO Pluto7 UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

13.3 Exceptions to Limitations. These limitations of liability do not apply to violations by Customer of Google’s Intellectual Property Rights, a party’s indemnification obligations, or Customer’s payment obligations.”

(o) In Section 14.1 (By Customer), the phrase “Pluto7 and Google and their respective Affiliates” hereby replaces the phrase “Google and its Affiliates.”

(p) Section 14.2 is hereby retitled “By Pluto7” and the term “Pluto7” replaces the first instance of the term “Google” in that Section.

(q) In Section 14.5 (Remedies), the phrase “Pluto7 or Google” hereby replaces the term “Google” in each place where it appears within that Section.

(r) Section 16.1 (Notices), Section 16.2 (Assignment), Section 16.3 (Change of Control), Section 16.5 (No Agency), Section 16.8 (No Third-Party Beneficiaries), Section 16.13 (Entire Agreement), and Section 16.14 (Conflicting Terms) are hereby deleted in their entirety.

(s) In Section 16.10.b. (For U.S. Federal Government Entities), the phrase “THE COURTS IN LOS ANGELES COUNTY OR SANTA CLARA COUNTY, CALIFORNIA” hereby replaces the phrase “THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.”

(t) In Section 16.10.c. (For All Other Entities), the phrase “THE FEDERAL OR STATE COURTS OF LOS ANGELES COUNTY OR SANTA CLARA COUNTY, CALIFORNIA, USA” hereby replaces the phrase “THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA.”

(u) The definition “Admin Console” is amended and restated to read: “Admin Console’ means the online console(s) and/or tool(s) provided by Pluto7 and Google to Customer for administering the Services.”

(v) The following definitions in Section 16.5 are hereby deleted in their entirety: “Fees” and “Taxes”.

(w) The definition of “TSS” is amended and restated to read: “TSS’ means the technical support service provided by Pluto7 (or Google if Customer has purchased support from Google).”

2. ADDITIONAL TERMS. The Service Specific Terms and the Data Processing and Security Terms included within the Google TOS are also hereby incorporated into this Agreement by reference.



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3. SUPPORT. Customer will respond to questions and complaints from Customer's End Users or third parties relating to Customer's or End Users' use of the Services. Subject to payment of the applicable support Fees (as defined in Section 4.2 below), Pluto7 will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve, and Pluto7 is hereby authorized by Customer to submit Customer support issues to Google on behalf of Customer. If Customer has purchased support from Google, Customer may also escalate support requests to Google in accordance with Google's TSS Guidelines. Certain TSS levels include a minimum recurring Fee as described in the "Fees" definition set forth in Section 4.2. If Customer downgrades its TSS level during any calendar month, Pluto7 (and/or Google, if applicable) may continue to provide TSS at the same level and charge the TSS Fees for the remainder of that month before the downgrade becomes effective.

4. PAYMENT TERMS

4.1 Free Quota. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

4.2 Fees. "Fees" means the applicable fees for each Service and TSS, and any applicable Taxes (as defined in Section 3.5). The applicable fees for each Service are set forth at <https://cloud.google.com/skus>.

4.3 Invoicing. Except for those Fees to be pre-paid in accordance with the terms of the Order Form, if any, at the end of the applicable Fee Accrual Period, Pluto7 will issue an invoice to Customer for all charges accrued above the Fee Threshold based on (A) Customer's use of the Services during the previous Fee Accrual Period (including, if any, the relevant Fee for TSS set forth in the Fees definition and any after-hours support charges in accordance with Section 4.4); (B) any Reserved Units selected; (C) any Committed Purchases selected; and/or (D) any Package Purchases selected. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account and will pay all Fees in U.S. dollars. Unless other payment terms are set forth in the Order Form, fees are due 15 days from the invoice date. Customer's obligation to pay all Fees is non-cancellable. Google's measurement of Customer's use of the Services is final.

4.4 Support Charges. Any support to be provided by Pluto7 under this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. For Customers who have not purchased a premium support plan from Pluto7, any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of \$300.00.

4.5 Taxes. Customer is responsible for any duties, customs fees, or taxes (other than Pluto7's income tax) associated with Customer's purchase of the Services, including any related penalties or interest ("Taxes"), and Customer will pay Pluto7 for the Services without any reduction for such amounts. If Pluto7 is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Pluto7 with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states, the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If



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Customer is required by law to withhold any Taxes from its payments to Pluto7, Customer must provide Pluto7 with an official tax receipt or other appropriate documentation to support such withholding. If required under applicable law, Customer will provide Pluto7 with applicable tax identification information that Pluto7 may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Pluto7 for) any taxes, interest, penalties or fines arising out of any mis-declaration by Customer.

4.6 Invoice Disputes and Refunds. Any invoice disputes must be submitted prior to the payment due date. If the parties determine that certain billing invoices are attributable to Pluto7 or Google, Pluto7 will issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Pluto7 will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within sixty (60) days after the invoice date. Refunds (if any) are at the discretion of Pluto7 and Google and will only be in the form of a credit for the Services. Notwithstanding any dispute, Customer will pay the undisputed portion of an invoice when due.

4.7 Delinquent Payments. Until paid in full, late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by Pluto7 in collecting delinquent amounts, except where these unpaid or delinquent amounts are due to billing inaccuracies attributable to Pluto7. If Customer is late on a payment for the Services, Pluto7 reserves the right to suspend the Services or terminate this Agreement for breach.

4.8 No Purchase Order Number Required. For clarity, Customer is obligated to pay all applicable Fees without any requirement for Pluto7 to provide a purchase order number on Pluto7's invoice (or otherwise).

5. PROCESSING OF PERSONAL DATA ON CUSTOMER'S BEHALF

5.1 Non-European Data Protection Legislation. Except to the extent that the European Data Protection Legislation (as defined below in Section 5.4) applies to Pluto7's processing of any personal data on behalf of Customer, Pluto7 will, with respect to all personal data that it processes on Customer's behalf:

- (a) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;
- (b) not process such personal data for any purpose other than the performance of Pluto7's obligations under this Agreement;
- (c) ensure that appropriate technical and organizational measures are taken to prevent unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (d) ensure the reliability of, and be responsible for, all of Pluto7's employees, agents and contractors who will have access to such personal data;
- (e) not, by any act or omission, place Customer in breach of Non-European Data Protection Legislation;



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(f) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data; and

(g) ensure that any third-party subcontractor engaged by Pluto7 to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and are bound by written obligations requiring it to provide at least the level of data protection required under this Section 5.1.

5.2 European Data Protection Legislation. If the European Data Protection Legislation applies to Pluto7's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) 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), Pluto7 will:

(a) only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless the EU or EU Member State law to which Pluto7 is subject requires other processing of such personal data, in which case Pluto7 will inform Customer (unless that law prohibits Pluto7 from doing so on important grounds of public interest);

(b) not process such personal data for any purpose other than for the performance of Pluto7's obligations under this Agreement;

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

(d) ensure that all of Pluto7's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;

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

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

(g) obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 5.2;

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

(i) assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to Pluto7;

(j) at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;



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(k) make available to Customer all information necessary to demonstrate Pluto7's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and

(l) not process, or cause to be processed, such personal data outside the EEA unless Pluto7 adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

5.3 Customer as Controller. Customer agrees that Pluto7 and Google are processors, and Customer is the controller, of any personal data referenced in this Article 5.

5.4 Definitions. For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (1) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (2) the Federal Data Protection Act of 10 June 1992 (Switzerland); (3) 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/E (the "GDPR"); and/or (4) any other data protection or privacy legislation in force in the EEA or Switzerland. The term "Non-European Data Protection Legislation" means any applicable data protection and privacy legislation, guidelines and industry standards, other than the European Data Protection Legislation. The terms "processing", "processed", "personal data", "processor", and "controller" as used in this Article 5 have the meanings given such terms in the European Data Protection Legislation.

6. GENERAL PROVISIONS

6.1 Notices. All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to Customer's address set forth in the Order Form in the case of Customer, and in the case of Pluto7, sent to the attention of Pluto7's Chief Legal Officer at the address set forth in the preamble to this Agreement. Pluto7 and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given:

(a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or

(b) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

6.2 Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that:

(a) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and

(b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. Pluto7 may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of



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its assets. Customer may assign this Agreement to an Affiliate without Pluto7's written consent, but only if:

- (i) the assignee agrees in writing to be bound by the terms of this Agreement;
- (ii) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and
- (iii) Customer has notified Pluto7 of the assignment. Any other assignment is void, except with the other party's prior written consent.

6.3 Communications with Google. Customer hereby consents and agrees that Pluto7 may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes:

- (a) to conduct customer service and satisfaction surveys;
- (b) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which Pluto7's authorization to continue to resell or provision the Services has been terminated);
- (c) for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents; and
- (d) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services, provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

6.4 Publicity. Customer hereby consents to Pluto7's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

6.5 Third Party Beneficiary. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third-party beneficiaries to this Agreement.

6.6 No Agency. Pluto7, Google and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that Pluto7 is not an agent or partner of Google or in a joint venture with Google and Pluto7 has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

6.7 Entire Agreement; Incorporation; Order of Precedence. This Agreement, the Order Form(s), and the Google TOS terms, as amended in Section 1.2 of this Agreement, which are incorporated herein for all purposes, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements on that subject. In the event of any conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, the Google TOS, and the terms of any other URL referenced herein or therein.