

Services Schedule: Google Cloud Platform (“GCP”) Pass-Through Terms and Conditions for GCP Resources

The pass-through terms and conditions listed below are incorporated by reference into applicable GCP Statements of Work (“SOWs”), as indicated in the SOW Terms and Conditions section within each applicable SOW.

1. **Acceptable Use Policy.** Customer at all times shall comply with the GCP Acceptable Use Policy (available at <https://cloud.google.com/terms/aup?hl=en> as such may be updated by GCP from time to time) in Customer’s use of the GCP Managed Infrastructure Services.
2. **GCP-Specific Customer Terms and Obligations.**
 - a. Customer must agree to Acceptance of the Google Click-to-accept Terms of Service (“TOS”) agreement that will be delivered through Customer’s GCP administrative portal: The end-customer agreement must explicitly state that Customer accepts and is bound by the Google Cloud TOS before using the product, without any modifications unless specifically agreed to in writing by Google.
 - b. Customer agrees to the Disclaimer of Google Responsibility: Google is not a party to the agreement between the partner and the end-customer and disclaims responsibility for the actions, obligations, or liabilities under that agreement.
 - c. Customer agrees to and shall comply with the applicable Third-Party License Terms: If the GCP product/service involves third-party software, the customer accepts the applicable third-party software license agreements (e.g., BYOL products).
 - d. Customer agrees to Restrictions on Use of the GCP platform and resources: The end-customer is prohibited from copying, modifying, reverse engineering, decompiling, or otherwise tampering with the product’s source code, as well as accessing or using the product in a way that avoids fees or circumvents usage limits.
 - e. Customer acknowledges that:
 - i. The services provided by Google (“Google Services”) are subject to the terms and conditions set forth by Google, available at <https://cloud.google.com/terms/> (“Google TOS”). Syntax is acting solely as a reseller of the Google Services and not as the primary operator or controller of such services. Accordingly, Syntax makes no representations, warranties, or guarantees of any kind, express or implied, with respect to the Google Services, including but not limited to their availability, performance, or fitness for a particular purpose. Customer further agrees that any issues, claims, liabilities, or disputes arising out of or related to the Google Services shall be solely between Google and Customer. Syntax shall have no responsibility or liability for any acts, omissions, or failures of Google in connection with the Google Services.
 - ii. Customer agrees to indemnify and hold harmless Partner and its Representatives against any liability resulting from Customer’s breach of the AUP, the Google TOS, the Service-Specific Terms, the Third-Party License Terms, and any other third-party terms referenced herein.
 - iii. Partner, Google, and Customer are independent contractors with respect to the resale of the Google Services, and that Partner is not Google’s agent or partner or in a joint venture with Google.
 - iv. Customer at all times shall comply with the then-current Service-Specific Terms (available at <https://cloud.google.com/cloud/terms/service-terms> as such may be updated by GCP from time to time) in Customer’s use of the GCP Managed Infrastructure Services.
 - v. With respect to any personal data of Customer contained in Partner Data, Customer is the data controller and Google is the data processor.
 - vi. Partner may disclose Customer information to Google to the extent reasonably necessary to provision, administer, support, secure, invoice, comply with legal or contractual requirements relating to the Google Services, or as otherwise reasonably requested by Google.
 - vii. To receive a service credit under Google’s applicable Service Level Agreements, Customer must request the service credit in accordance with the terms and conditions set forth in the Google TOS, the Service-Specific Terms, and the Third-Party License Terms. To the extent Syntax receives any service credits from Google that are attributable to the Services provided pursuant to this SOW, such credits will be passed through to Customer and may be applied solely against Customer’s future consumption of GCP Services under the applicable SOW. Such credits shall not be redeemable for, or payable as, cash. Syntax shall use reasonable efforts to claim such credits from Google on behalf of the Customer. Syntax’s liability for failures caused by Google shall be limited to passing through the amount of credit Syntax actually receives from Google for the specific failure. Any portion of such credits that remains unused as of the end of the Initial SOW Term shall be

forfeited and may not be credited, carried forward, refunded, or otherwise applied after expiration of the Initial SOW Term.

- viii. The Google SLA sets forth Customer's sole and exclusive remedy for any failure by Google to meet the SLA, and any such remedies must be requested directly from Partner.
- ix. (i) Partner is technically able to suspend Customer's Google Cloud Platform account and may, at Customer's discretion, have access to such account, but Partner will suspend Google Services or access such account(s) only in accordance with the Customer Agreement; and (ii) Google shall have no liability arising out of Partner's suspension of Google Services or access to such account(s).
- x. Partner can view Customer's billing account metadata and will access such metadata only in accordance with the Customer Agreement.
- xi. If Customer or Google brings a claim under the Google TOS: (i) neither the Customer nor Partner shall object to the disclosure to Google of the amount of any fees paid or payable by the Customer under the Customer Agreement for Google Services; and (ii) Customer and Partner waive any claims that such disclosure constitutes a breach of confidentiality obligations under this Agreement.
- xii. To the extent Customer uses Maps Services, Customer shall comply with the terms located at: <https://cloud.google.com/maps-platform/terms>.