VOCUS GOOGLE CLOUD PRODUCTS SERVICE SCHEDULE

1. DEFINITIONS

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Acceptable Use Policy or **AUP** means the acceptable use policy for the Services: https://cloud.google.com/cloud/terms/aup, as amended from time to time.

Account means Customer's Google Cloud Platform account.

Admin Console means the online console(s) and/or tool(s) provided by Vocus to Customer for administering the Services.

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

Committed Purchase(s) have the meaning set forth in the Service Specific Terms.

Customer Data means data provided to Vocus or Google by or on behalf of the Customer or the Customer's End Users via the Services under the Account.

Customer Personal Information means the Personal Information contained within the Customer Data.

Data Processing and Security Terms means the terms describing Google's data protection and processing obligations with respect to customers, at https://cloud.google.com/terms/data-processing-terms, as amended from time to time.

Documentation means the Google documentation in the form generally made available by Google to its customers for use with the Services at https://cloud.google.com/docs/, as may be updated from time to time.

Directive means 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.

Emergency Security Issue means either: (a) the Customer's or the Customer's End Users' use of the Services in violation of the AUP, which could disrupt: (i) the Services; (ii) third parties' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorised third party access to the Services.

European Data Protection Legislation means, as applicable: (a) any national provisions adopted pursuant to the Directive; (b) the Federal Data Protection Act of 19 June 1992 (Switzerland); (c) the GDPR; and/or (d) any other data protection or privacy legislation in force in the European Economic Area or Switzerland.

Fee Accrual Period means a calendar month or another period specified by Google in the Admin Console.

Fee Threshold means the threshold (as may be updated from time to time), as applicable for certain Services, as set forth here: https://cloud.google.com/skus/.

Fees means the applicable fees for each Service and any applicable taxes. The Fees for each Service are described at https://cloud.google.com/skus/.

Google Cloud Platform URL Terms or **URL Terms** means the following URL terms: AUP, Data Processing and Security Terms, Documentation, SLA, Service Specific Terms and Services Summary.

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

Package Purchase has the meaning set forth in the Service Specific Terms.

Price List means the list of Fees applicable fees for each Service described at https://cloud.google.com/skus/.

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

Reserved Units have the meaning set forth in the Service Specific Terms.

Services, also referred to as **Products**, means the Google services described in the Services Summary.

Service Specific Terms means the terms that are specific to each Service at https://cloud.google.com/cloud/terms/service-terms, as amended from time to time. For the purposes of this Agreement, the term "Google" in the Service Specific Terms means "Vocus" where necessary.

Services Summary means the summary of the services at

https://cloud.google.com/terms/services, as amended from time to time.

SKU means the Google SKUs described at https://cloud.google.com/skus/ as amended from time to time.

SLA means each of then-current service level agreements at https://cloud.google.com/terms/sla/.

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

Standard Terms and Conditions means the Standard Terms and Conditions between Vocus and the Customer governing the general terms and conditions of the Services provided under this Service Schedule and any applicable Service Order, at http://www.vocus.com.au/legal-contracts, as amended from time to time.

Token means an alphanumeric key that is uniquely associated with Customer's Account.

TSS means the technical support service provided by Google to the administrators under the TSS Guidelines.

TSS Guidelines means Google's technical support services guidelines then in effect for the Services, as described at: https://cloud.google.com/terms/tssg/.

2. INCORPORATION OF GOOGLE TERMS

2.1 **Google Terms.** The following Google Cloud Platform URL Terms are incorporated into this Agreement, with appropriate changes:

(a) Acceptable Use Policy;

(b) Data Processing and Security Terms;

(c) Documentation;

(d) Service Specific Terms;

(e) Services Summary;

(f) SLA; and

(g) TSS Guidelines.

2.2 **Interaction between Google Terms and Vocus Terms**. If there is any inconsistency between the terms of the documents that form this Agreement, they will be interpreted in the following order of precedence:

(a) first the Service Order; then

(b) the Google Cloud Platform URL Terms; then

(c) this Service Schedule; and lastly

(d) the Standard Terms and Conditions.

3. PROVISION OF SERVICES

3.1 **Resale of Google Services.** The Services supplied under this Service Schedule are resold Google services. The Services may be used in conjunction with Vocus services or other products or services.

3.2 **Service Specific Terms.** Vocus will provide the Services in accordance with the Service Specific Terms.

3.3 **Service Level Agreements.** Vocus will provide the Services in accordance with the applicable SLA (if any). To the extent permitted by law, the only remedies for failure to provide the Services in accordance with the applicable SLA are those stated in the SLA.

3.4 **Services Use.** Subject to this Agreement, during the Term, Customer may: (a) use the Services, (b) integrate the Services into any Application that has material value independent of the Services, and (c) use any Software provided by Vocus or Google as part of the Services. Customer may not sublicense or transfer these rights.

3.5 **Console.** As part of receiving the Services, Customer will have access to the Admin Console, through which Customer may administer the Services.

3.6 **Facilities.** All facilities used to store and process an Application and Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google processes and stores its own information of a similar type. Google has implemented at least industry standard systems and procedures to (i) ensure the security and confidentiality of an Application and Customer Data, (ii) protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and (iii) protect against unauthorised access to or use of an Application and Customer Data.

3.7 **Data Location.** The Customer may select where certain Customer Data will be stored (**Data Location Selection**), and Google will store it there in accordance with the Service Specific Terms. If a Data Location Selection is not covered by the Service Specific Terms (or a Data Location Selection is not made by Customer with respect to any Customer Data),

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Google may process and store the Customer Data anywhere Google or its agents maintain facilities. By using the Services, Customer consents to this processing and storage of Customer Data. The Customer acknowledges that under this Agreement, Google is merely a data processor.

3.8 **Accounts.** The Customer must have an Account and a Token (if applicable) to use the Services, and is responsible for the information it provides to create the Account, the security of the Token and its passwords for the Account, and for any use of its Account and the Token. If Customer becomes aware of any unauthorised use of its password, its Account or the Token, Customer will notify Google as promptly as possible. Vocus has no obligation to provide Customer multiple Tokens or Accounts.

4. MODIFICATIONS

4.1 **Modifications to URL Terms**.

(a) **General Changes**. Vocus or Google may make changes to the URL Terms. Subject to Clause 4.1(b) (SLA Changes) below:

(i) Vocus will notify the Customer of any material change to the URL Terms; and

(ii) material changes to the URL Terms will become effective 30 days after notice is given, except if the changes apply to new functionality in which case the changes will be effective immediately.

(b) **SLA Changes.** Vocus will provide at least 90 days advance notice for materially adverse changes to the SLA. Notice may be given by either: (i) sending an email to the Customer's primary point of contact; (ii) posting a notice in the Admin Console; or (iii) posting a notice to the applicable SLA webpage. Materially adverse changes to the SLAs will become effective after the 90-day notice period.

(c) **Objection to Changes.** If the Customer believes that a change to the URL Terms has a material adverse impact on the Customer, and the change is not a result of Vocus or Google complying with a court order or applicable law, then: (i) the Customer may notify Vocus of its objection to the change by notifying Vocus within 60 days after Vocus provides notice; and (ii) if the Customer notifies Vocus, then the Customer will

remain governed by the URL Terms in effect immediately before the change until the earlier of: (A) the end of the then-current Initial Term (or renewal term); or (B) 12 months after the notice was given. If the Customer does not notify Vocus of its objection, then the updated URL Terms will apply to the Customer as stated in Clause 4.1(a) or Clause 4.1(b), as applicable.

4.2 **Modifications to Services.** Vocus or Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services, and will notify the Customer of any material change. The use of new features or functionality may be contingent upon the Customer's agreement to additional terms.

5. CHARGES AND PAYMENT TERMS

5.1 **Free Quota**

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

5.2 **Online Billing**

(a) At the end of the applicable Fee Accrual Period, Vocus will issue an electronic bill to Customer for all charges accrued above the Fee Threshold based on:

(i) 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 below);

(ii) any Reserved Units selected;

(iii) any Committed Purchases selected; and/or

(iv) any Package Purchases selected.

(b) 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 the currency set forth in the invoice.

(c) The Customer's obligation to pay all Fees is non-cancellable.

(d) Google's measurement of Customer's use of the Services is final. Google and Vocus have no obligation to provide multiple bills.

6. PRICE LIST UPDATES

6.1 Vocus may change the prices on the Price List periodically by informing the Customer. The

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date Vocus informs the Customer of a change is a **Price Change Notice Date**. Unless Vocus specifies a longer period, any price change will become effective 30 days after the Price Change Notice Date. For certain term commitment orders with fixed price commitments the price change will only become effective on renewal of the order. For clarity, additional purchases of the Products will be subject to the new pricing.

7. COMPLIANCE

7.1 The Customer will:

(a) ensure that its use of the Services (including use by the Customer Users) complies with the Agreement, including the AUP;

(b) use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorised use which the Customer has actual knowledge of; and

(c) promptly notify Vocus of any unauthorised use of, or access to the Services of which Customer becomes aware.

7.2 The Customer is responsible for any violations of the AUP, the Service Specific Terms, or Clause 9 (Restrictions), in each case caused by the Customer (and Customer Users), Customer Data, Applications, or Projects. Vocus reserves the right to review the Applications, Projects and Customer Data for compliance with the AUP where Vocus or Google reasonably believes that the Applications, Projects, or Customer Data (as applicable) do not comply with the AUP.

7.3 The Customer acknowledges that Google responds to notices of alleged copyright infringement and may terminates accounts of repeat infringers according to the process in the US Digital Millennium Copyright Act, without any liability to Vocus or Google.

8. DOCUMENTATION

8.1 Vocus or Google may provide Documentation in support of the Customer's use of the Services. The Documentation may specify restrictions on how the Applications may be built or how the Services may be used and the Customer will ensure that the Customer and Customer Users comply with such restrictions.

9. RESTRICTIONS

9.1 **No resale or other dealings.** The Customer will not resell, distribute, supply, lease, sublicence, transfer, or allow another third party to use, the Products.

9.2 **Use of Services.** Unless Vocus specifically agrees in writing, the Customer will not, and will not allow any third parties under its control, to:

(a) use the Products or any Vocus or Google documentation provided for any purpose other than as permitted hereunder;

(b) copy, adapt, alter, 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;

(c) 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 Charges;

(d) 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 the Customer Users to place calls or to receive calls from any public switched telephone network; or

(e) access or use the Services on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services.

9.3 **Benchmarking.** The Customer may not, and will not allow not Customer Users to, 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 Vocus, Google or a third party to replicate the Test. If a Customer conducts, or directs a third party to conduct, a Test of the Services and discloses the results directly or through a third party, then Vocus, Google (or a Google directed third party) may conduct Tests of the Customer's products or services. Vocus and Google may disclose the results of any such Test of the Customer's products or services (which disclosure will include all information necessary for the Customer or a third party to replicate the Test).

10. RECONCILLIATION

10.1 Vocus or Google may monitor Customers' use of the Product(s) to verify that the appropriate Price List was used to calculate Fees charged for the Product(s) a particular Customer is

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using. If Vocus or Google discovers that an incorrect Price List was used to calculate Fees charged by Vocus to the Customer for the Product(s) that the Customer is using (**Discrepancy**) and that the Fees charged by Vocus for the Product(s) were reduced as a result: (a) Vocus will inform the Customer within thirty (30) days of finding the Discrepancy; and (b) the Customer will be required to pay to Vocus an amount equal to such reduction in Fees.

11. PRIVACY

11.1 **Privacy**. The Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

11.2 **Data Processing and Security Terms.** The Data Processing and Security Terms are incorporated by this reference into this Agreement.

11.3 **Updates to Data Processing and Security Terms.** The parties acknowledge that Google may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:

(a) is commercially reasonable;

(b) does not result in a degradation of the overall security of the Services;

(c) does not expand the scope of or remove any restrictions on Google's processing of Customer Personal Information; and

(d) does not otherwise have a material adverse impact on the Customer's rights under the Data Processing and Security Terms.

If Google makes a material change to the Data Processing and Security Terms in accordance with this Clause 11.3, it will post the modification to the URL containing those terms.

11.4 **Consent to Processing.** The Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

12. PRODUCT AVAILABILITY

12.1 Google may without notice, and without Vocus incurring any liability to the Customer: (a) discontinue the sale or availability of any Product(s) or support for new Customers of any Product(s); or (b) change the features of any Product(s). The Customer agrees that neither Vocus or Google has any obligation to provide Partner with advance notice of any changes in any Product(s).

13.1 TECHNICAL SUPPORT SERVICES

13.1 **By Customer.** The Customer is responsible for technical support of its Applications and Projects.

13.2 **By Google.** Subject to payment of applicable support Charges, Vocus will arrange for Google to provide TSS to Customer during the Term in accordance with the TSS Guidelines. Certain TSS levels include a minimum recurring Charge. If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and TSS Charges before the downgrade for the remainder of that month.

14.1 TERMINATION

14.1 **Termination for convenience.** At any time either party may terminate this Agreement for convenience on 90 days' prior written notice to the other party.

14.2 **Termination for cause.** Either party may suspend performance or terminate this Agreement immediately on written notice if the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

14.3 **Other termination terms.** The provisions in Clause 16 (Term and Termination) of the Standard Terms and Conditions apply.

14.4 **Effect of termination.** On any termination of this Agreement and subject to any applicable "wind down" provisions that may apply to a particular Product under a Product Schedule:

(a) all rights and licenses granted by one party to the other will immediately cease; and

(b) all payments owed by one party to the other party become immediately due and payable.

15. CESSATION/SUSPENSION OF SERVICES

15.1 **Project Removal.** Vocus reserves the right to remove Projects for inactivity upon 30 days advance notice, if, for a period exceeding 180 days, such Project does not have: (a) active virtual machine or storage resources, (b) associated Applications that are serving any requests; and (c) has not incurred any Charges for Services.

15.2 **Discontinuation of Services.** Vocus or Google may discontinue any Services or any portion or feature at any time without liability to the Customer.

15.3 **AUP Violations - Suspension.** If Vocus becomes aware that Customer's or any Customer User's use of the Services violates the AUP, Vocus will give the Customer notice of such violation by requesting that the Customer correct the violation. If the Customer fails to correct such violation within 24 hours, or if Vocus is otherwise required by applicable law to take action, then Vocus may disable the Customer's access to or use of the Services or components of the Services ("Suspend") until the AUP violation is corrected.

15.4 **Emergency Security Issues.** Despite the foregoing, Vocus may immediately Suspend the Customer's use of the Services if (a) there is an Emergency Security Issue or (b) Vocus is required to Suspend such use immediately to comply with applicable law. At the Customer's request, and in accordance with applicable law, Vocus will notify the Customer of the basis for the Suspension as soon as is reasonably possible.

15.5 **Effects of Suspension.** Any Suspension under this Clause15 (Cessation/ Suspension of Services) will be to the minimum extent and for the shortest duration required to: (a) prevent or terminate the offending use or (b) comply with applicable law.

16. **VOCUS' RELATIONSHIP WITH GOOGLE**

16.1 The Customer acknowledges:

(a) that Vocus and Google are independent contractors and Vocus is not Google's agent or partner or in a joint venture with Google, and

(b) that Google is a processor, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal information" have the meaning given in the European Data Protection Legislation.

(c) Vocus disclaims, to the extent permitted by applicable law:

(i) Google's liability for any damages, whether direct, indirect, incidental or consequential, arising from Vocus' distribution and resale of the Services to Customer; and

(ii) all warranties with respect to the Services on behalf of Google, including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

17. **GOOGLE'S COMMUNICATIONS WITH CUSTOMERS**

17.1 **Mandatory Communications.** The Customer acknowledges that Vocus will provide to Google the contact details for each Customer, and the Customer provides its consent and the consent of its representatives, to allow Google to use such details to communicate directly with the Customer for the following purposes:

(a) as required to execute any non-standard Customer orders;

(b) for purposes related to the provisioning of the Product(s) to Customers' accounts, including in relation to any Product updates or security incidents;

(c) as required to ensure Customers are notified of available options to maintain continuity in Product provisioning; and

(d) to conduct customer service and satisfaction surveys.

17.2 **Google Product Information.** Unless the Customer opts out, the Customer agrees to allow Google to use the Customer details provided under Clause 17.1 above to inform Customers about new or additional Google products related to the Product(s) customers are using. A Customer who consents to communications under this Clause 17.2 may opt out of receiving such communications at any time.