

GOOGLE CLOUD PLATFORM ORDER FORM

CUSTOMER INFO

SUPPLIER INFO

CUSTOMER NAME: [COMPANY NAME]
("CUSTOMER")

SUPPLIER NAME: Netpremacy Limited
("SUPPLIER")

E-MAIL ADDRESS: [E-MAIL ADDRESS]

EMAIL ADDRESS: [E-MAIL ADDRESS]

ADDRESS: [COMPANY ADDRESS]

ADDRESS: 6 Wellington Place, Leeds
LS1 4AP

COMPANY NUMBER: [COMPANY NUMBER]

COMPANY NUMBER: 4050972

PURCHASE ORDER NUMBER: [PO NUMBER]

CUSTOMER DOMAIN NAME(S): [INSERT NAMES(S)] DOMAIN

SERVICES ORDERED & SUBSCRIPTION FEES

PRODUCT: [SOFTWARE PRODUCT/SKU]

SUBSCRIPTION FEES:

INITIAL TERM

START DATE: [DATE]

END DATE: [DATE]

NETPREMACY TERMS AND CONDITIONS FOR GOOGLE CLOUD PLATFORM SERVICES

These Terms govern the supply by Netpremacy to the Customer of Google Cloud Platform Services. Where these Terms apply, these Terms together with the applicable Order Form, create an agreement between Netpremacy and the Customer (the "**Agreement**") for the provision of the Services (as defined below) and govern the Customer's access to and use of such Services. Capitalised terms used in these Terms shall have the meaning given in Section 10 below.

1. Basis of Agreement

- 1.1. Basis of Agreement: The Agreement between Netpremacy and the Customer for the provision of the Services shall comprise the Order Form and these Terms. The Agreement is between Netpremacy and the Customer and Netpremacy does not enter into this Agreement as agent for Google. Accordingly, Google is not a party to this Agreement and Customer does not have a direct contract with Google for the provision of the Services provided hereunder.
- 1.2. Orders: If Customer submits a purchase order, it shall be subject to the terms and conditions of this Agreement, and any additional terms and conditions in Customer's purchase order supplementing or conflicting with the terms and conditions of this Agreement or Netpremacy's Order Form shall be void. Netpremacy at its sole discretion has the right to accept or reject any order submitted by the Customer. No order shall be binding on Netpremacy unless and until accepted by Netpremacy in writing.

2. Provision of Services and Applicable Terms

- 2.1. Provision of the Services: Once an Order Form for the Services has been executed by the Parties, Netpremacy shall provide (or procure that Google provides) the Services in accordance with the terms of this Agreement.
- 2.2. GCP Terms of Services: Except as supplemented or varied by the provisions of the Order Form and these Terms and subject always to Section 9.4, the Customer acknowledges and agrees that the Services shall be supplied subject to and in accordance with the GCP Terms of Service which are incorporated into this Agreement by reference. Accordingly the GCP Terms of Service shall govern the Customer's use of the Services and shall be applicable between Netpremacy and the Customer (in addition to the provisions set out in the Order Form and these Terms) as if Netpremacy was named in the GCP Terms of Service in the place of Google. Google shall additionally have the right to enforce and rely on the GCP Terms of Service as outlined in Section 9.7 below. The Customer agrees to comply fully with the GCP Terms of Service, as well as any other provision stipulated in this Agreement.
- 2.3. Service Specific Terms: It is expressly acknowledged and agreed that the Service Specific Terms form part of the GCP Terms of Service and are therefore incorporated into this Agreement by reference and shall apply

between the Netpremacy and the Customer on the same basis as is described in Section 2.2. Accordingly, Netpremacy shall provide (or procure that Google provides) the Services in accordance with the Service Specific Terms and the Customer agrees to abide by its obligations under such terms.

- 2.4. GCP Data Processing and Security Terms: It is further expressly acknowledged and agreed that the GCP Data Processing and Security Terms form part of the GCP Terms of Service and are therefore incorporated into this Agreement by reference and shall apply between the Netpremacy and the Customer on the same basis as is described in Section 2.2. Accordingly, Netpremacy shall provide (or procure that Google provides) the GCP Services in accordance with the GCP Data Processing and Security Terms and the Customer agrees to abide by its obligations under such terms.
- 2.5. GCP Acceptable Use Policy: It is additionally expressly acknowledged and agreed that the GCP Acceptable Use Policy forms part of the GCP Terms of Service and are therefore incorporated into this Agreement by reference and shall apply between Netpremacy and the Customer on the same basis as is described in Section 2.2. Accordingly, the Customer agrees to abide by its obligations under such policy. If Netpremacy becomes aware of any violation of the GCP Acceptable Use Policy by the Customer, Netpremacy may (without prejudice to any other rights or remedies available to it) immediately suspend Customer's use of the Services (or any relevant part of them).
- 2.6. GCP Service Level Agreement(s): The Services will be provided in accordance with the applicable GCP Service Level Agreement(s). To the fullest extent permitted by law, the only remedies for failure to provide the Services in accordance with the applicable GCP Service Level Agreement(s) are those stated in the applicable GCP Service Level Agreement(s).
- 2.7. Additional Terms: Customer acknowledges and agrees that certain software components supplied or made available in connection with the Services (including open source software) may be subject to separate licence agreements which Netpremacy and/ or Google will provide along with such components. Further, Customer acknowledges and agrees that Netpremacy and/ or Google may supply documentation in support of the Customer's use of the Services and that such documentation may specify restrictions as to how the Services may be used. Customer agrees to comply with any additional terms, licence agreements or restrictions referenced in this Section 2.7.
- 2.8. Compliance with Applicable Terms: Customer will: (i) ensure that its use of the Services (including use by its personnel and end users) complies with this Agreement (including the GCP Terms of Service, GCP AUP and Service Specific Terms); (ii) use commercially reasonable efforts to prevent unauthorized use of the Services; and (iii) promptly notify Netpremacy of any unauthorized use of, or access to the Services of which the Customer becomes aware. Customer is responsible for any violations of the terms of this Agreement (including the GCP Terms of Service, GCP AUP and the Service Specific Terms) caused by the Customer (and its personnel and end users), Customer Data, Applications, or Projects. Netpremacy reserves the right to review the Customer's Applications, Projects and Customer Data for compliance with this Agreement (including the GCP Terms of Service, GCP AUP and Service Specific Terms) where Netpremacy reasonably believes that such Applications, Projects, or Customer Data (as applicable) do not comply with the same.

3. **Restrictions**

- 3.1. **General Use Restrictions:** Except as expressly permitted under this Agreement or authorised by Netpremacy or Google in writing, Customer will not: (a) resell, distribute, supply, lease, or allow another third party to use, the Services; (b) use the Services or any documentation provided for any purpose other than to use the Services as permitted hereunder; or (c) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Service or any part thereof, including the source code and any other underlying ideas or algorithms of the software forming part of the Services (except to the extent such act cannot be prohibited by law or is expressly permitted under this Agreement).
- 3.2. **Restrictions on Use of the Services:** Unless expressly authorised under this Agreement or by Netpremacy or Google 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 (except as may be expressly permitted pursuant to Section 2.7 above and except to the extent such restriction is expressly prohibited by applicable law); (b) 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; (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's 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 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 the relevant parties have executed a HIPAA BAA).

4. **Privacy and Data Protection**

- 4.1. **Compliance with Data Protection Legislation:** Both parties will comply with all applicable requirements of Data Protection Legislation. This Section is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.2. **Roles and Responsibilities:** For the purposes of this Agreement, Customer shall be the "controller" and Netpremacy/ Google shall be "processors" of any Customer personal data processed by Customer using the Services.
- 4.3. **GCP Data Processing and Security Terms:** The GCP Data Processing and Security Terms are incorporated by reference into this Agreement and shall apply between the parties on the basis described in Section 2.4 above. Netpremacy shall provide (or procure that Google provides) the Services in compliance with the GCP Data Processing and Security Terms.
- 4.4. **Consents for Processing Customer Data:** Customer will obtain and maintain any required consents to permit the processing of any Customer personal data under and in accordance with this Agreement.

- 4.5. Disclosure of Customer Information and Data to Google: Customer hereby consents to Netpremacy sharing customer information and data (including Customer personal data) with Google for the purposes of this Agreement.
- 4.6. Specific Consents for Google to Use Customer Information and Data: Without prejudice to the generality of Section 4.5 above, Customer hereby consents to Google using relevant Customer contact details to allow Google to communicate directly with Customer for the following purposes: (a) to conduct customer service and satisfaction surveys; (b) to the extent required to provide options regarding continuity of the Services; and (c) for purposes related to the provisioning of the Services to Customers' accounts, including in relation to any Service updates or security incidents.

5. **Technical Support Services**

- 5.1. Technical Support by Customer: Unless expressly agreed otherwise in writing, Customer is responsible for technical support of its Applications and Projects.
- 5.2. Technical Support by Netpremacy: Where included in the Order Form and subject to payment of applicable support fees, Netpremacy will provide (or procure that Google provides) technical support services to Customer during the Term in accordance with the applicable TSS Guidelines.

6. **Price and Payment Terms**

- 6.1. Responsibilities: For the avoidance of any doubt and without prejudice to the generality of Section 1.1, Netpremacy (and not Google) is solely responsible for all billing and collection of Fees from the Customer. Accordingly, the Customer shall pay all Fees due under this Agreement directly to Netpremacy in accordance with these Terms.
- 6.2. Usage and Invoicing. Customer will pay for all Fees based on the Customer's use of the Services (and, if applicable, any Committed Units, Committed Purchases and/ or Package Purchases). Google's measurement of Customer's use of the Services will be final. Unless stated otherwise in the Order Form, Netpremacy will invoice the Customer on a monthly basis for all Fees accrued on (or after) the last day of the relevant month.
- 6.3. Payment. Customer's obligation to pay all Fees is non-cancellable. Unless expressly stated otherwise on the Order Form all payments due must be paid in Great British Pounds (GBP) or, if different, in the currency indicated on Netpremacy's invoice. If it is necessary to convert Fees calculated in US Dollars (or any other currency) into GBP (or any other currency) Netpremacy will apply/ use the same exchange rates as are applied/ used by Google. Payments must be made in accordance with the instructions in the invoice, or (where no instructions are contained in the invoice) within fourteen (14) days from the date of Netpremacy's invoice.
- 6.4. Late Payment: Without prejudice to any other right and remedies which may be available to Netpremacy arising from late payment of Fees (whether pursuant to Section 2.2 or otherwise), in the event that any Fees due under this Agreement are not paid by the due date, Netpremacy reserves the right to: (a) charge Customer for Fees not paid when due at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower; and/ or (ii) suspend Customer's access to or use of the Services until overdue

amounts are paid in full. Netpremacy also reserves the right to change payment and credit terms at any time if, in Netpremacy's reasonable opinion, Customer's financial condition or payment record so warrants.

7. **Term and Termination**

- 7.1. **Term**: This Agreement shall commence on the Effective Date and shall continue for the term specified in the Order Form, or if no particular term is specified in the Order Form for a term of twelve (12) months, (the "**Initial Term**"). Upon expiration of the Initial Term then (unless stated otherwise in the Order Form) this Agreement shall automatically renew for additional consecutive terms of twelve (12) months (each a "**Renewal Term**") unless terminated in accordance with Section 7.2 or 7.3 below. The "**Term**" of this Agreement is the period of the Initial Term plus any Renewal Term(s).
- 7.2. **Termination for Convenience**: Notwithstanding anything to the contrary stated in the GCP Terms of Service, Customer may only terminate this Agreement for convenience by giving not less than thirty (30) days' notice prior to the expiration of the then current Initial Term or Renewal Term (as applicable) in which event this Agreement shall terminate with effect from the end of the Initial Term or Renewal Term (as applicable).
- 7.3. **Termination for Breach or Insolvency**: Either party shall be entitled to terminate this Agreement for breach or insolvency, as provided for under the GCP Terms of Service.
- 7.4. **Termination for Inactivity or due to Applicable Law**: Netpremacy shall be entitled to terminate this Agreement due to inactivity or due to applicable law, as provided for under the GCP Terms.
- 7.5. **Effect of Termination**: If the Agreement is terminated, then (a) all rights and access to the Services will terminate (including access to Customer Data, if applicable), unless otherwise described in this Agreement, and (b) all Fees owed by Customer to Netpremacy are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice.

8. **Limitation of Liability**

- 8.1. **Liability of Google**: Customer acknowledges and agrees that its agreement for the provision of the Services supplied hereunder is with Netpremacy (and not Google direct). Accordingly, to the fullest extent permitted by law, Netpremacy disclaims on behalf of Google, Google's liability to the Customer for any damages, whether direct, indirect, incidental or consequential, arising from Netpremacy's distribution and resale of the GCP Services under this Agreement.
- 8.2. **Liability of Netpremacy**: For the avoidance of doubt (but without prejudice to the generality of Section 2.2 above) it is acknowledged and agreed that the aggregate liability of Netpremacy under or in connection with this Agreement shall be limited in accordance with the Liability provisions set out in the GCP Terms of Service.
- 8.3. **Limitation of Liability**: In addition to any and all limitations and/ or exclusions of liability applying to Netpremacy in accordance with Section 8.2 above, the parties expressly hereby agree that the maximum aggregate liability of

Netpremacy (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), arising under or in connection with this Agreement, shall not under any circumstance exceed the sum of £1,000,000.

- 8.4. Matters for which Liability Cannot be Limited or Excluded: Nothing in this Agreement shall exclude or limit the liability of either party for: (a) death or personal injury caused by its negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any other liability which may not be limited or excluded under applicable law

9. Miscellaneous

- 9.1. Modifications to the Services and GCP Terms of Service: Customer acknowledges and agrees that Google shall be entitled to make, and may make, changes and modifications to the Services and GCP Terms of Service (including the Fees, Service Specific Terms, GCP Data Processing and Security Terms, GCP Acceptable Use Policy, GCP Service Level Agreement(s) and/ or the TSS Guidelines), from time to time, as permitted under and in accordance with the GCP Terms of Service. Customer also agrees that Netpremacy may, by giving prior notice in writing to the Customer, make corresponding changes to other parts of this Agreement which are reasonably necessary as a consequence of any such modifications and/ or changes made by Google.
- 9.2. Disclaimer of Warranties: Except as expressly provided in this Agreement, to the fullest extent permitted by law, no warranties are given by either Netpremacy or Google, in relation to the Services, including warranties of merchantability, fitness for particular purpose and non-infringement, and any and all such warranties are hereby disclaimed to the fullest extent permitted by law.
- 9.3. Notices: Netpremacy may provide any notice to the Customer by: (a) sending an email to any Notification Email Address; or (b) by sending it by post to the address given for the Customer in the Order Form or its registered office or principal place of business. The Customer must provide notice to Netpremacy by sending an email to legalteam@netpremacy.com. Notice will be treated as received when: (x) if sent by email, when the email is sent to the correct email address; or (y) if sent by post, a correctly addressed letter sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. The Customer is responsible for keeping its Notification Email Address current throughout the Term.
- 9.4. Conflicting Terms: In the event of any conflict or inconsistency between the Order Form, these Terms and the GCP Terms of Service (including all documents referenced therein), such conflict or inconsistency shall be resolved by applying the following order of precedence: (i) the Order Form; (ii) these Terms; and (iii) the GCP Terms of Service.
- 9.5. Entire Agreement: This Agreement (including the documents incorporated by reference herein) states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of this Agreement. In entering into the Agreement, neither party has relied on and neither party will have any right or remedy based on, any

statement, representation or warranty (whether made negligently or innocently), except those expressly stated in the Agreement.

- 9.6. Severability: If any Section (or part of a Section) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 9.7. Third Party Rights: The Order Form and these Terms create an Agreement between Netpremacy and the Customer for the provision of the Services. Google is not a party to this Agreement. However, it is acknowledged that the Services are proprietary to Google and that Google will be involved in the provision of the Services in accordance with the GCP Terms of Service. Accordingly, Google shall have the right to enforce and rely on the terms of this Agreement (including the GCP Terms of Service) subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. The rights of Netpremacy and the Customer to rescind or vary this Agreement are not subject to the consent of any other person
- 9.8. Counterparts and Electronic Signatures: The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument. The parties consent to electronic signatures.
- 9.9. Headings: Headings used in these Terms are for reference purposes only and will not have any effect on the interpretation of the Agreement.
- 9.10. Governing Law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.11. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 9.12. Version Control: This is Version 22.0 of Netpremacy's Terms and Conditions for Google Cloud Platform Services issued on 12th May 2022.

10. **Definitions**

- 10.1. In these Terms the following terms shall have the following meanings:
- 10.2. **"Account"** means any Google Cloud Platform account or sub-account created by or for the Customer under this Agreement.
- 10.3. **"Admin Console"** means the online console(s) or dashboard provided to Customer for administering the Services.
- 10.4. **"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 using the Services.
- 10.5. **"Committed Units"** has the meaning set forth in the Service Specific Terms.

- 10.6. **"Committed Purchases"** means any commitment by the Customer to spend a specified amount for use of the Services over a specified period of time, whether Customer uses those Services or not.
- 10.7. **"Customer"** means the entity who has executed the Order Form for products/ services which comprise or include the Services.
- 10.8. **"Customer Data"** means data (including any personal data) provided to Netpermacy and/ or Google by Customer or its users, through the Services.
- 10.9. **"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time, including (to the extent applicable) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 10.10. **"Effective Date"** means the date on which this Agreement shall commence (or be deemed to have commenced) as detailed in the Order Form.
- 10.11. **"Fees"** means the applicable fees for the Services (less any applicable discounts) plus any applicable taxes. Standard Fees for the Services are published by Google from time to time and are currently available at <https://cloud.google.com/skus/>.
- 10.12. **"GCP Acceptable Use Policy"** or **"GCP AUP"** means the acceptable use policy or policies for the Services published by Google from time to time (as the same may be updated by Google from time to time) and which is/ are currently published at: <https://cloud.google.com/terms/aup>.
- 10.13. **"GCP Data Processing and Security Terms"** means the then current terms published by Google describing data processing and security obligations with respect to Customer Data in relation to the Services (as the same may be updated by Google from time to time) and which are currently published at <https://cloud.google.com/terms/data-processing-terms>.
- 10.14. **"GCP Service Level Agreement(s)"** or **"GCP SLA"** means the then current service level agreement(s) for the Services, published by Google from time to time (as the same may be updated by Google from time to time) and which are currently published at: <https://cloud.google.com/terms/sla/>.
- 10.15. **"GCP Terms of Service"** or **"GCP TOS"** means the terms and conditions governing the Services published by Google (as the same may be updated by Google from time to time) and which are currently published at: <https://cloud.google.com/terms>. Unless the context requires otherwise references in these Terms to the GCP Terms of Service or GCP TOS shall be deemed to include any documents referenced therein including but not limited to the Service Specific Terms, the GCP Data Processing and Security Terms, the GCP Acceptable Use Policy, the GCP Service Level Agreement(s) and TSS Guidelines.
- 10.16. **"Google"** means Google, Inc and its group companies from time to time, and/ or (where the context requires) shall include any other companies or entities included within any alternative definition of "Google" contained in the GCP Terms of Service.

- 10.17. **"Netpremacy"** means Netpremacy Limited, a company incorporated in the United Kingdom under number 04050972 with its registered office at 6 Wellington Place, Leeds, England, LS1 4AP.
- 10.18. **"Notification Email Address"** means the email address(es) given by the Customer on the Order Form and/ or designated by Customer in the Admin Console.
- 10.19. **"Order Form"** means an order form issued by Netpremacy and executed by the Customer and Netpremacy specifying the Services Netpremacy will provide to the Customer under this Agreement;
- 10.20. **"Package Purchase"** means any commitment by Customer to purchase a specified package of the Services over a specified period of time, whether Customer uses those Services or not.
- 10.21. **"Project"** means a grouping of computing, storage, and API resources for Customer, through which Customer may use the Services.
- 10.22. **"Services"** means the Google Cloud Platform products and services purchased by the Customer pursuant to this Agreement, as detailed in the Order Form and the GCP Terms of Service.
- 10.23. **"Service Specific Terms"** means the terms which are specific to each of the Services as published by Google from time to time and which are currently published at: <https://cloud.google.com/terms/service-terms>.
- 10.24. **"Technical Support Services Guidelines"** or **"TSS Guidelines"** means the then current technical support services provided by Google to customers in connection with Services (as the same may be updated by Google from time to time) and which are currently described at: <https://cloud.google.com/terms/tssg/> (under Google Cloud Platform Services).
- 10.25. **"Term"** means the term of this Agreement as defined under Section 7.1.
- 10.26. **"Terms"** means these Netpremacy Terms and Conditions for Google Cloud Platform Services.