

GCP BILLING TERMS

1. INTERPRETATION AND RELATIONSHIP TO CCS GENERAL TERMS

1.1. These terms constitute the Supplier's terms for the provision of the Deliverables and are incorporated into the Call-Off Contract formed between the Buyer and the Supplier.

1.2. In this document, the following terms shall be interpreted as follows:

- **"Buyer"** means the Customer identified in the Order Form.
- **"Supplier"** means Qodea (or the relevant entity identified in the Order Form).
- **"Order Form"** means the Ordering Document used to establish the Call-Off Contract.
- **"Deliverables"** means the Services and/or Goods provided by the Supplier, including Billing of GCP.
- **"CCS General Terms"** means the Crown Commercial Service General Terms and Conditions (RM1557.13 or similar applicable framework terms) governing the Framework Contract.

1.3. Unless otherwise defined in this document, capitalised terms have the meanings given in the CCS General Terms or Joint Schedule 1 (Definitions).

1.4. In the event of any inconsistency between this document and the CCS General Terms, the CCS General Terms and the Order Form shall take precedence, followed by the Product Specific Terms (Part A below), and finally the General Service Terms (Part B below).

PART A: PRODUCT SPECIFIC TERMS – BILLING OF GCP (INCLUDING APIGEE)

2. SUPPLIER OBLIGATIONS (BILLING OF GCP)

2.1. The Supplier shall provide Billing of GCP to the Buyer from the Start Date for the Contract Period specified in the relevant Order Form.

2.2. The Supplier shall provide Billing Support to the Buyer for the Contract Period specified in the relevant Order Form.

2.3. Unless otherwise set out in the relevant Order Form, the Supplier shall invoice the Buyer at the end of the month for the Charges regarding GCP Services consumed that month on the Subaccount less any applicable Supplier Discount.

3. BUYER OBLIGATIONS (BILLING OF GCP)

3.1. The Buyer shall agree to and comply with the Google Terms of Service.

3.2. As applicable, the Buyer shall agree to and comply with the Google Marketplace TOS, Google Marketplace Standard EULA, and any Vendor Agreement applicable to its use of a

Vendor Product. Access to a BYOL Product is governed by the third-party software licence agreements associated with that BYOL Product.

3.3. The Buyer shall consent to the Supplier providing their contact details to Google to allow Google to communicate directly regarding: (i) non-standard orders; (ii) provisioning and security incidents; (iii) continuity of Deliverables; (iv) satisfaction surveys; and (v) new products.

3.4. The Buyer shall not use the Deliverables in connection with High Risk Activities.

3.5. The Buyer shall not: (i) resell, distribute, or lease the Deliverables; (ii) use the Deliverables for purposes other than permitted; or (iii) reverse engineer any part of the Deliverables.

3.6. The Buyer shall ensure use of the Deliverables complies with the AUP (Acceptable Use Policy) and Service Specific Terms.

3.7. The Buyer shall use reasonable efforts to prevent unauthorised use and promptly notify the Supplier of any unauthorised access.

3.8. The Buyer shall comply with any Documentation provided by Google.

3.9. The Buyer shall not: (i) copy or modify source code; (ii) create multiple accounts to avoid Charges; (iii) use Deliverables for telecommunications unless stated otherwise; or (iv) process data subject to International Traffic in Arms Regulations or HIPAA (unless a HIPAA BAA is executed).

3.10. The Buyer shall not disclose results of benchmarking or compatibility testing ("Test") unless the disclosure allows replication. If the Buyer discloses Test results, Google may conduct and disclose Tests of the Buyer's products.

3.11. The Buyer shall indemnify the Supplier for any use of the Deliverables in violation of the AUP.

3.12. The Buyer shall provide the Supplier with evidence required by Google TSS for any service credit claims.

3.13. The Buyer shall use the Supplier as their sole provider of Billing of GCP for the Contract Period specified in the Order Form.

4. GENERAL PRODUCT TERMS

4.1. If the Supplier becomes aware that the Buyer violates the AUP, the Supplier may immediately suspend the Buyer's access.

4.2. Google is a processor, and the Buyer is the Controller of data under European Data Protection Legislation.

4.3. Google's measurement of the Buyer's use of the Deliverables is final.

4.4. Charges shall be in US Dollars. Google shall convert Charges into GBP £ or Euros € (as specified in the Order Form), and the Supplier shall pass this conversion through to the Buyer.

4.5. Any Anthos entitlement in an Apigee SKU is restricted to Apigee Hybrid. Additional usage will be charged at Google's then-current list prices.

4.6. If the Buyer exceeds network data entitlements for Apigee, the Buyer will pay additional Charges based on consumption rates.

4.7. Where the Buyer terminates the Order Form pursuant to the CCS General Terms, the Supplier shall use reasonable endeavours to procure migration of the outstanding Billing of GCP to Google or an authorised third party.

GCP Services: means the summary of the services at

<https://cloud.google.com/terms/services> (as updated from time to time).

GCP Service Specific Terms: means: <https://cloud.google.com/cloud/terms/service-terms> (as updated from time to time).

GCP Terms of Service: means: <https://cloud.google.com/terms/> (as updated from time to time).

Google Marketplace Standard EULA:

<https://console.cloud.google.com/tos?id=marketplace-eula-standard>

Google Marketplace Terms of Service:

https://console.cloud.google.com/tos?id=launcher&pli=1&_ga=2.200957933.257949989.1681984956-442629558.1645626499