THEOREMONE, LLC

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 Ordering Document (the "Ordering Document"), thereby indicating acceptance of the terms of this Agreement between Citrusbyte, LLC (d/b/a TheoremOne, LLC), a California Limited Liability Company, with offices at 21550 Oxnard Street, 3rd Floor #11, Woodland Hills, California, 91367 ("TheoremOne"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated herein by this reference.

IT IS RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. PROVISION OF THE SERVICES

1.1 Services. This Agreement establishes the terms under which TheoremOne, as an authorized reseller of Google, Inc. ("Google"), will provide Customer with access to the Google Cloud Platform services set forth in the Ordering Document.

1.2 Customer Responsibilities. Customer shall be solely responsible for (a) creating the Google Cloud Platform organization; (b) provisioning accounts for TheoremOne resources; and (c) associating their project to TheoremOne billing accounts.

1.3 Google Terms of Service. The Google Cloud Platform terms of service found at https://cloud.-google.com/terms shall not apply to Customer; rather, the amended and restated Google Cloud Platform terms of service set forth in Attachment 1 (the "Google TOS") shall govern Customer's use of the Google Cloud Platform Services, and are hereby incorporated into the Agreement. For the avoidance of doubt, any change to the online version of the Google Cloud Platform Terms of Service (but not changes to the Data Processing and Security Terms or Service Specific Terms) shall have no force or effect and shall not result in an amendment of the rights or obligations of the Parties under this Agreement. Capitalized terms used in this Agreement that are not defined herein have the meanings assigned to them in the Google TOS.

2. ADDITIONAL TERMS

2.1 Additional Terms. TheoremOne represents and warrants that it is permitted to pass through any rights or obligations of Google set forth in the Google TOS.

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), TheoremOne 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 TheoremOne 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, TheoremOne (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 Fees. "Fees" means the applicable fees for each Service and TSS, and any applicable Taxes (as defined in Section 4.4). The applicable fees for each Service are set forth at https://cloud.-google.com/skus.

4.2 Invoicing. Except for those Fees to be prepaid in accordance with the terms of the Ordering Document, if any, at the end of the applicable Fee Accrual Period, TheoremOne will issue an invoice to Customer for all charges 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 4.3); (B) any Reserved Units selected; (C) any Committed Purchases selected; and/or (D) any Package Purchases selected. Customer will be responsible for all Fees up to the amount set in the Account and will pay all Fees in U.S. dollars. If Customer elects, as set forth in the Ordering Document, to pay by credit card, debit card, or other non-invoiced form of payment, TheoremOne will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice, all Fees are due as set forth in the invoice. Unless other payment terms are set forth in the Ordering Document, fees are due 30 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. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by TheoremOne.

4.3 Support Charges. Any support to be provided by TheoremOne under Section 3 of this Agreement will be performed on business days between the hours of 6:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. In the event any support services are requested by Customer outside of regular business hours for "P1" support issues related to (a) a defect or outage causing the software or product to be unusable, and/or (b) the unavailability of a major function, for which TheoremOne is unable to determine an acceptable bypass/ workaround, TheoremOne shall also render such support services to Customer at no additional cost.

4.4 Taxes. Customer is responsible for any duties, customs fees, or taxes (other than TheoremOne's income tax) associated with Customer's purchase of the Services, including any related penalties or interest ("Taxes"), and Customer will pay TheoremOne for the Services without any reduction for such amounts. If TheoremOne is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides TheoremOne 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 Customer is required by law to withhold any Taxes from its payments to TheoremOne, Customer must provide TheoremOne with an official tax receipt or other appropriate documentation to support such withholding. If required under applicable law, Customer will provide TheoremOne with applicable tax identification information that TheoremOne may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse TheoremOne for) any taxes, interest, penalties or fines arising out of any mis-declaration by Customer.

4.5 Invoice Disputes and Refunds. Any invoice disputes must be submitted prior to the payment due date. If the parties determine that certain billing inaccuracies are attributable to TheoremOne or Google, TheoremOne will not issue a corrected invoice, but instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, TheoremOne 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 fifteen (15) days after charged. Refunds (if any) are at the discretion of TheoremOne 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. Nothing in this Agreement obligates TheoremOne or Google to extend credit to any party.

4.6 Delinquent Payments; Suspension. Late payments may bear interest at the rate of 5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by TheoremOne in collecting delinquent amounts, except where these unpaid or delinquent amounts are due to billing inaccuracies attributable to TheoremOne. If Customer is late on payment for the Services, TheoremOne reserves the right to suspend the Services or terminate this Agreement for breach.

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

4.8 Termination for Convenience. Customer may terminate this Agreement with 30 days' prior written notice to TheoremOne. All Fees shall be due within 30 days of the effective date of termination.

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 TheoremOne's processing of any personal data on behalf of Customer, TheoremOne 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 TheoremOne's obligations under this Agreement;

- **(C)** ensure that appropriate technical and organizational measures are taken to avoid 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 TheoremOne'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;

- **(F)** inform Customer immediately of any suspected or confirmed data protection breach es 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 TheoremOne 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 is 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 TheoremOne'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), TheoremOne 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 EU or EU Member State law to which TheoremOne is subject requires other processing of such personal data, in which case TheoremOne will inform Customer (unless that law prohibits TheoremOne from doing so on important grounds of public interest);

- **(B)** not process such personal data for any purpose other than for the performance of TheoremOne's obligations under this Agreement;

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

- **(D)** ensure that all of TheoremOne'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 TheoremOne;

- **(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;

- **(K)** make available to Customer all information necessary to demonstrate TheoremOne'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 TheoremOne 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 TheoremOne 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 Ordering Document in the case of Customer, and in the case of TheoremOne, sent to the attention of TheoremOne's Legal Team at the address set forth in the preamble to this Agreement. TheoremOne 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. TheoremOne may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without TheoremOne's written consent, but only if: (A) the assignee agrees in writing to be bound by the terms of this Agreement; (B) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and (C) Customer has notified TheoremOne 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 TheoremOne 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 TheoremOne'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 acknowledges and agrees that TheoremOne has the right to: (i) identify Customer as a customer of TheoremOne and/or identify Customer as a User of the Services on Theo rem's website, social media, marketing materials or public announcement; (ii) use Customer's name and logo (in accordance with any trademark guidelines Customer provides); and (iii) subject to Customer's prior written consent, participate in TheoremOne case studies or testimonials in connection with the Services. Customer may revoke any of the aforementioned rights at any time by contacting legal-team@theoremone.co.

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. TheoremOne, Google and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that TheoremOne is not an agent or partner of Google or in a joint venture with Google and TheoremOne 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 Ordering Document(s), and the Google TOS terms, as amended in Section 1.2 of this Agreement, which are incorporated herein for all purposes, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede 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 amended Google TOS, and the terms of any other URL referenced herein or therein.

6.8 Change of Terms. TheoremOne reserves the right to change the terms and conditions of this Agreement at any time, and such amended terms and conditions shall be incorporated herein and effective immediately. TheoremOne shall notify Customer of any such changes to this Agreement, by (a) providing written notification to Customer of any such amendments; and/or by (b) displaying term changes or an amended Agreement on the TheoremOne website. Customer's continued use of the Services after any such notice shall constitute Customer's consent to such changes.

ATTACHMENT 1

GOOGLE CLOUD PLATFORM TERMS OF SERVICE

1. PROVISION OF THE SERVICES.

1.1 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 Google as part of the Services. Customer may not sublicense or transfer these rights except as permitted under the Assignment section of the Agreement. The Services will be provided in accordance with the Agreement, including the SLAs.

1.2 Console. As part of receiving the Services, Customer will have access to the Admin Console, through which Customer may manage its use of the Services.

1.3 New Applications and Services. Google may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "Services" definition from time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon Customer's agreement to additional terms.

1.4 Modifications.

> **a. To the Services.** Google may make commercially reasonable updates to the Services from time to time. If Google makes a material change to the Services, Google or TheoremOne will inform Customer.

> **b. To the Google TOS.** Google may make changes to any linked documents (other than the Data Processing and Security Terms), including those found at the URLs associated with the following terms: Services Summary, SLA, Service Specific Terms and TSS Guidelines) from time to time. Unless otherwise noted by TheoremOne or Google, material changes to the Agreement 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. Google will post any modification to the linked documents to their respective URLs.

> **c. To the Data Processing and Security Terms.** 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:

(i) is commercially reasonable;

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

(iii) does not expand the scope of or remove any restrictions on Google's processing of Customer Personal Data, as described in Section 5.2 (Scope of Processing) of the Data Processing and Security Terms; and

(iv) does not otherwise have a material and negative impact on 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 Section, Google will post the modification to the URL containing those terms and TheoremOne will use best efforts to inform Customer of such modification, and such terms will become effective 30 days after they are posted.

d. Discontinuation of Services. Google or TheoremOne will notify Customer at least 12 months before discontinuing any Service (or associated material functionality) unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality. Further, Google or TheoremOne will notify Customer at least 12 months before Google significantly modifies a Customer-facing Google API in a backwards-in compatible manner. Nothing in this Section limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section does not apply to pre-general availability Services, offerings, or functionality.

1.5 Service Specific Terms and Data Processing and Security Terms. The Service Specific Terms (available at https://cloud.google.com/terms/service-terms) and Data Processing and Security Terms (available at https://cloud.google.com/terms/data-processing-terms) are incorporated by this reference into the Agreement.

2. CUSTOMER OBLIGATIONS.

2.1 Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate

any unauthorized use of, or access to, the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services, Account, or Customer's password of which Customer becomes aware. TheoremOne and Google reserve the right to review the Application, Projects, and Customer Data for compliance with the AUP.

2.2 Privacy. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement and to allow TheoremOne or Google to perform its obligations under this Agreement.

2.3 Restrictions. 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 2.4 be low 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 or exceed usage limits or quotas; (e) unless otherwise set forth 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.

2.4 Documentation. Google may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Applications may be built or the Services may be used and Customer will comply with any such restrictions specified.

2.5 Copyright Policy. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally or not without their input. Google responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to applicable copyright laws including in particular the process set out in the U.S. Digital Millennium Copyright Act. If Customer thinks

somebody is violating Customer's or Customer End Users' copyrights and wants to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices at http://www.google.com/dmca.html.

3. SUSPENSION.

3.1 AUP Violations. If Google becomes aware that Customer's or any Customer End User's use of the Services violates the AUP, Google or TheoremOne will give Customer notice of the violation by requesting that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Google's request, then Google or TheoremOne may Suspend all or part of Customer's use of the Services until the violation is corrected.

3.2 Other Suspension. Notwithstanding Section 3.1 (AUP Violations) Google or TheoremOne may immediately Suspend all or part of Customer's use of the Services if: (a) Google believes Customer's or any Customer End User's use of the Services could adversely impact the Services, other customers' or their end users' use of the Services, or the Google network or servers used to provide the Services, which may include use of the Services for cryptocurrency mining without Google's prior written approval; (b) there is suspected unauthorized third-party access to the Services; (c) Google believes it is required to Suspend immediately to comply with applicable law; or (d) Customer is in breach of Section 2.3 (Restrictions). Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, unless prohibited by applicable law, Google or TheoremOne will notify Customer of the basis for the Suspension as soon as is reasonably possible.

4. INTELLECTUAL PROPERTY RIGHTS; USE OF CUSTOMER DATA; FEEDBACK; BENCHMARKING.

4.1 Intellectual Property Rights. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Services and Software.

4.2 Use of Customer Data. Google will only access or use Customer Data to provide the Services and TSS to Customer or as otherwise instructed by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.

4.3 Customer Feedback. At its option, Customer may provide feedback or suggestions about the Services to TheoremOne or Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

4.4 Benchmarking. Customer may not publicly 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 Google or a third party to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of the Services and publicly discloses the results directly or through a third party, then Google (or a Google directed third party) or TheoremOne may conduct Tests of any publicly available products or services provided by Customer and publicly disclose the results of any such Test (which disclosure will include all information necessary for Customer or a third party to replicate the Test). To the extent this Section 4.4 conflicts with any other Customer product or service terms, this Section 4.4 will govern.

5. TECHNICAL SUPPORT SERVICES.

5.1 By Customer. Customer is responsible for technical support of its Applications and Projects.

6. DEPRECATION OF SERVICES.

6.1 Discontinuance of Services. Subject to Section 6.2, Google may discontinue any Services or any portion or feature for any reason at any time without liability to Customer.

6.2 Deprecation Policy. Google will announce if it intends to discontinue or make backwards incompatible changes to the Services specified at the URL in the next sentence. Google will use commercially reasonable efforts to continue to operate those Services versions and features identified at https://cloud.google.com/terms/deprecation without these changes for at least one year after that announcement, unless (as Google determines in its reasonable good faith judgment): (i) required by law or third party relationship (including if there is a change in applicable law or relationship), or (ii) doing so could create a security risk or substantial economic or material technical burden. The above policy is the "Deprecation Policy."

7. CONFIDENTIAL INFORMATION.

7.1 Obligations. The recipient will only use the disclosing party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to

protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

7.2 Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reason able requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, sub sections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, Customer is responsible for responding to all third party requests concerning its use and Customer End Users' use of the Services.

8. PUBLICITY. Customer is permitted to state publicly that it is a customer of the Services, consistent with the Trademark Guidelines. If Customer wants to display Google Brand Features in connection with its use of the Services, Customer must obtain written permission from Google through the process specified in the Trademark Guidelines. Google and TheoremOne may not include Customer's name or Brand Features in a list of their customers, whether online or in promotional materials. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

9. REPRESENTATIONS AND WARRANTIES. The Customer represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. R

10. DISCLAIMER. EXCEPT AS EXPRESSLY AGREED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) GOOGLE AND THEOREMONE DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR USE; (b)

GOOGLE, THEOREMONE AND/OR THEIR RESPECTIVE SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES; (c) CUSTOMER IS RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA; and (d) NEITHER GOOGLE NOR THEOREMONE WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

11. LIMITATION OF LIABILITY.

11.1 Limitation on Indirect Liability. EXCEPT AS EXPRESSLY AGREED OTHERWISE BY THEOREMONE (INCLUDING THROUGH SECTION 11.3), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THEOREMONE 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.

11.2 Limitation on Amount of Liability. EXCEPT AS EXPRESSLY AGREED OTHERWISE BY THEOREMONE (INCLUDING THROUGH SECTION 11.3), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THEOREMONE NOR CUSTOMER MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO THEOREMONE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

11.3 Exceptions to Limitations. These limitations of liability do not apply to (a) violations by either party of the other party's Intellectual Property Rights, (b) claims for gross negligence, willful misconduct, fraud or fraudulent misrepresentation, (c) a party's indemnification obligations, or (d) Customer's payment obligations.

12. INDEMNIFICATION.

12.1 By Customer. Unless prohibited by applicable law, Customer will defend and indemnify TheoremOne and Google and their respective Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (i) any Application, Project, Instance, Customer Data (except where the Third-Party Legal Proceeding arises out of or in connection with a breach of the Data Processing and Security Terms by Google), or Customer Brand

Features; or (ii) Cus tomer's, or Customer End Users', use of the Services in violation of the AUP.

12.2 By TheoremOne. Unless prohibited by applicable law, TheoremOne agrees to indemnify, defend and hold harmless Customer, its Affiliates and their respective directors, officers, employees, agents, and assigns ("Indemnified Party"), from and against any and all claims, demands, damages, loss es, expenses, liabilities and costs, of any kind (including but not limited to reasonable attorneys' fees, witness fees, court costs) arising out of or relating to any third party claim related to: (a) any breach or alleged breach of TheoremOne's representations, warranties or covenants to Customer under the Agreement or Data Processing and Security Terms, (b) Indemnified Parties' use of (i)Google's technology used to provide the Services, or (ii) any Google Brand Feature, infringes the third party's Intellectual Property Rights.

12.3 Exclusions. This Section 12 will not apply to the extent the underlying Allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the indemnifying par ty's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

12.4 Conditions. Sections 12.1 and 12.2 will apply only to the extent:

a. The indemnified party has promptly notified the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach of this Section 12.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section(s) 12.1 or 12.2 (as applicable) will be reduced in proportion to the prejudice.

b. The indemnified party tenders sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

12.5 Remedies.

a. If TheoremOne or Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then TheoremOne or Google may, at its sole option and expense: (a) procure the right for Customer to continue using the Services; (b) modify

the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative.

b. If TheoremOne or Google does not believe the remedies in Section 12.5(a) are commercially reasonable, then TheoremOne or Google may Suspend or terminate Customer's use of the impacted Services.

12.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 12 states the parties' only rights and obligations under this Agreement for any third party's Intellectual Property Rights Allegations and Third-Party Legal Proceedings.

13. U.S. FEDERAL AGENCY USERS

13.1 The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

14. MISCELLANEOUS.

14.1 Force Majeure. With the exception of Customer's payment obligations to TheoremOne, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

14.2 Subcontracting. Google or TheoremOne may subcontract obligations under the Agreement. In such case, TheoremOne will remain liable to Customer for any subcontracted obligations.

14.3 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

14.3 Severability; Headings. If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

14.4 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.5 Governing Law.

(a) If Customer is a U.S. city, county or state government entity, then the

Agreement will be silent regarding governing law and venue.

(b) If Customer is a U.S. federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW: (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN LOS ANGELES COUNTY, CALIFORNIA, USA.

(c) If Customer is any entity not set forth in Section 14.5(a) or 14.5(b) then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF LOS ANGELES COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

14.6 Amendments. Except as set forth in Section 1.4(b) or (c) of this Attachment 1, or Section 6.7 the Agreement, any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

14.7 Survival. The following Sections will survive expiration or termination of this Agreement: 4, 8, 11, 12, and 14.

14.8 Definitions.

- "Account" means Customer's Google Cloud Platform account.

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

- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

- "Allegation" means an unaffiliated third party's allegation.

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

an Instance.

- "AUP" means the acceptable use policy set forth here for the Services: http://cloud.-google.com/terms/aup.

- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

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

- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.

- "Control" means control of greater than fifty percent of the voting rights or equity interests of a party.

- "Customer Data" means content provided to Google or TheoremOne by Customer (or at its direction) via the Services under the Account.

- "Customer End Users" means the individuals Customer permits to use the Application.

- "Data Processing and Security Terms" means the terms set forth at: https://cloud.google.-com/terms/data-processing-terms.

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

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

- "Feedback" means feedback or suggestions about the Services provided to Google by Customer.

- "High Risk Activities" means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage (such as operation of nuclear facilities,

air traffic control, life support systems, or weaponry).

- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

- "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

- "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Services. Instances are more fully described in the Documentation.

- "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

- "Legal Process" means a data disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

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

- "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Services. Projects are more fully described in the Documentation.

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

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

- "Service Specific Terms" means the terms specific to one or more Services set forth here: https://cloud.google.com/terms/service-terms

- "Services" means the services as set forth here: https://cloud.google.com/terms/services (including any associated APIs).

- "SLA" means each of the 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.

- "Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.

- "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

- "Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at: http://www.google.com/permissions/guidelines.html.

- "TSS" means the technical support service provided by TheoremOne (or Google, if Customer has purchased support from Google).

- "TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: https://cloud.google.com/terms/tssg/ (under Google Cloud Platform Services).