Android Zero Touch End Customer Agreement

1.1 <u>Services Use</u>. Subject to this Agreement, during the Term, you, the Customer may: (a) use the Services, and (b) 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

1.2 <u>Console</u>. Google will provide the Services to Customer. As part of receiving the Services, Customer will have access to the Admin Console, through which Customer may administer the Services.

1.3 <u>Facilities</u>. 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 unauthorized access to or use of an Application and Customer Data.

1.4 <u>Accounts</u>. 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 unauthorized use of its password, its Account or the Token, Customer will notify Google as promptly as possible. Google has no obligation to provide Customer multiple Tokens or Accounts.

1.5 <u>New Applications and Services</u>. 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.

1.6 <u>Modifications</u>.

    a. <u>To the Services</u>. Google may make updates to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.

    b. <u>To the Agreement</u>. Google may make changes to this Agreement (and any linked documents) from time to time. Unless otherwise noted by 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. If Customer does not agree to the revised Agreement, please stop using the Services. Google will post any modification to this Agreement to the Terms URL.

    c. <u>To the Data Processing and Security Terms</u>. 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 adverse 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

2. <u>Customer Obligations</u>.

In addition to the Customer's other obligations set forth in this Agreement, the Customer agrees:

1. that the Customer will not use the Services for an illegal purpose, including but not limited to, violating applicable laws, misusing the provisioning service;
2. that the Customer and/or authorized subcontractors transfer or share any of the Zero Touch services without notification to Google;
3. that the Customer will not reproduce, change or tamper with the Identifiers on the Devices or to allow anyone else to do so. For the purposes of this Agreement "Identifier" means the applicable electronic serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IEMI) number, International Mobile Subscriber Identity (IMSI) number and/or the Subscriber Identity Module (SIM) number, as the case may be;
4. that the Customer will use the Zero Touch provisioning services to manage, deploy, remove Android devices from a managed state;
   a. Customer is responsible for the integrity of the the Identifier data that resides on the provisioning console;
   b. Customer is responsible for deprovisioning the devices from managed state when the devices are being end-of-lifed
   c. In the event customer disposes managed Android devices, Customer and/or authorized subcontractor is solely responsible for deprovisioning such devices on the Zero Touch portal.

3.1 <u>Compliance</u>. Customer is solely responsible for its Applications, Projects, and Customer Data and for making sure its Applications, Projects, and Customer Data comply with the AUP. Google reserves the right to review the Application, Project, and Customer Data for compliance with the AUP. Customer is responsible for ensuring all Customer End Users comply with Customer's obligations under the AUP, the Service Specific Terms, and the restrictions in Sections 3.3 and 3.5 below.

3.2 <u>Privacy</u>. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

3.3 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 3.4 below 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; (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) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State. Unless otherwise specified in writing by Google, Google does not intend uses of the Services to create obligations under HIPAA, and makes no representations that the Services satisfy HIPAA requirements. If Customer is (or becomes) a Covered Entity or Business Associate, as defined in HIPAA, Customer will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received prior written consent to such use from Google.

3.4 Third Party Components. Third party components (which may include open source software) of the Services may be subject to separate license agreements. To the limited extent a third party license expressly supersedes this Agreement, that third party license governs Customer's use of that third party component.

3.5 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.

3.6 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.

4. Suspension and Removals.

4.1 Suspension/Removals. If Customer becomes aware that any Application, Project, or Customer Data violates the AUP, Customer will immediately suspend the Application or Project and/or remove the relevant Customer Data (as applicable). If Customer fails to suspend or remove as noted in the prior sentence, Google may specifically request that Customer do so. If Customer fails to comply with Google's request to do so within twenty-four hours, then Google may disable the Project or Application, and/or disable the Account (as may be applicable) until such violation is corrected.

5. Confidentiality; Publicity

Definition. "**Confidential Information**" means information that one party (or an affiliate)

discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. 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.

6. <u>Confidentiality Obligations</u>. The recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, or professional advisors (**"Delegates"**) who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the disclosure, if permitted by law.

7. <u>Publicity</u>. Neither party may make any public statement regarding this Agreement without the other's written approval.

8. <u>General</u>

<u>Notices</u>. All notices of termination or breach must be in English, in writing and addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

<u>Assignment</u>. Neither party may assign any part of this Agreement without the written consent of the other, except to an affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under this Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

<u>Change of Control</u>. During the Agreement's term, if a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

<u>Subcontracting</u>. Either party may subcontract any of its obligations under this Agreement, but will remain liable for all subcontracted obligations and its subcontractors' acts or omissions.

<u>Force Majeure</u>. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

<u>No Waiver</u>. Neither party will be treated as having waived any rights by not exercising (or

delaying the exercise of) any rights under this Agreement.

No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Entire Agreement. This Agreement states all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this 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 this Agreement.

Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

Conflicting Terms. If there is a conflict between any term of this Agreement and a term of a separate agreement between the parties, the term of this Agreement will govern.

Conflicting Languages. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.