Terms – Google Workspace Affiliate Program

These Google Workspace Affiliate Program Special Terms & Conditions (the 'Special Ts&Cs') are entered into by Google LLC ('Google') and the party executing these Special Ts&Cs ('Affiliate'). These Special Ts&Cs govern the Affiliate's participation in the Google Workspace Affiliate Program described herein (the 'Program'). If you are accepting on behalf of Affiliate, you represent and warrant that: (i) you have full legal authority to bind Affiliate to these Special Ts&Cs; (ii) you have read and understand these Special Ts&Cs; and (iii) you agree to these Special Ts&Cs on behalf of Affiliate. If you do not have legal authority to enter into these Special Ts&Cs on behalf of Affiliate, please do not click to accept these Special Ts&Cs below.

In order to participate in the Google Workspace Affiliate Program, Affiliate must maintain a primary place of business or residence in the Territory that is a business, entity or other individual with a valid tax ID number, and not be a (i) government official, government-owned or -controlled entity or their employee, or (ii) political party or candidate, or (iii) representative, agent or employee of Google.

These Special Ts&Cs are effective as of the date of their electronic acceptance by the Affiliate (the 'Effective Date').

1. Definitions.

'Affiliate Property' means a website, mobile application or email template that the Affiliate owns or controls.

'Brand Features' means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

'CJ' means Commission Junction LLC.

'CJ Terms' means the Affiliate's agreement with CJ in connection with the Program.

'Commissions' means the one-time fees that may be payable by Google to the Affiliate as described in Section 9.1 (Commissions) of these Special Ts&Cs.

'Commission Rate' means the percentage of the value of a Valid Transaction that the Affiliate is eligible to receive as a Commission under the Program.

'Eligible Referral' means a net new customer lead, excluding an Ineligible Referral, for the online purchase of the Services directly from Google or any of its affiliated entities.

'Google Workspace Affiliate Program Policies' means the policies available at https://workspaceaffiliate.app.goo.gl/program-policies and via the Network Service, as may be updated from time to time. As of the effective date of these Special Ts&Cs, the Google Workspace Affiliate Program Policies can be accessed via the Network Service by selecting the 'Google Workspace campaign' through the 'Advertisers' menu. The Google Workspace Affiliate Program Policies are incorporated by reference into these Special Ts&Cs.

'Google Workspace Services' or 'Services' means the Google Workspace Basic, Google Workspace Business or Google Workspace Enterprise edition of the Google Workspace services sold by Google or its affiliated entities, as further described at http://workspace.google.com/intl/en/terms/user_features.html, as may be updated from time to time (including updates to such services and their branding).

'Google Materials' means the materials provided to the Affiliate by Google in connection with the Program and include, but are not limited to, ad copy, promotional copy, editorial, images, creatives, third-party ad serving tags, links and advertising placements.

'Incentives' means redeemable coupons, promotion codes or other incentives to support the promotion and marketing of the Services to Eligible Referrals under these Special Ts&Cs.

'Ineligible Referrals' means the Affiliate, its related entities and any of their representatives, agents or employees; government officials, government owned or controlled entities and any of their representatives, agents or employees; political parties and candidates; any customers purchasing the Services via resellers; any other individuals or entities already in Google's or its affiliates' systems in connection with a primary Services domain used by an Eligible Referral for a Services subscription; and any representatives, agents or employees of Google or its affiliates.

'Network Service' means the application service provided by CJ to the Affiliate that facilitates the Program and contains Program resource tools and information.

'Program Terms' means any of the following terms available via the Network Service: (a) Commission Rates and other bonuses or performance incentives; (b) payment process terms; (c) transaction processing period; (d) action referral period (e.g., the duration of a tracking cookie); or (e) guidelines regarding search terms and other Google restrictions, all as may be updated from time to time.

'Territory' is limited to the geographic regions listed under "North America" at the following URL (or such alternative URL as Google may designate): https://workspaceaffiliate.app.goo.gl/Affiliate-Supported-Countries, as may be updated from time to time.

'Tracking Link' means a URLthat is unique to the Affiliate's Program account.

'Valid Transaction' is a closed sale for Services that originates from the Affiliate's Tracking Link and is made online directly between an Eligible Referral and Google or any of its affiliated entities in compliance with the requirements of these Special Ts&Cs.

2. Promotion and Marketing of Services. In compliance with these Special Ts&Cs, the Affiliate may promote and market the Services only to potential Eligible Referrals and will not knowingly promote or market the Services to any Ineligible Referrals. Through the Network Service, CJ will provide the Affiliate with a Tracking Link which the Affiliate may include on Affiliate Properties in accordance with these Special Ts&Cs to allow any Valid Transactions to be correlated with the Affiliate's promotion and marketing efforts under these Special Ts&Cs. Google may also provide Incentives (which may be subject to specific terms and conditions that Google will also provide), for use by the Affiliate in accordance with these Special Ts&Cs.

3. Use of Tracking Link, Incentives and Google Materials. The Affiliate: (a) may only display or distribute the Tracking Link, Incentives or Google Materials (i) on or via Affiliate Properties that have received prior written approval from Google in its sole discretion, and (ii), in the case of Incentives, together with any applicable terms and conditions which must be clearly and conspicuously disclosed; (b) will remove any Tracking Link, Incentives or Google Materials or block the display or distribution of Tracking Links or Incentives to specified persons within 24 hours of a written request (email permitted) from Google and/or CJ; and (c) will notify Google by emailing GoogleWorkspaceAffiliates-external@google.com at least 24 hours before making any material changes to any Affiliate Properties previously approved by Google or to Google Materials displayed or distributed by the Affiliate. If Google in its sole discretion considers any content displayed or distributed on or via Affiliate Properties to be non-compliant with Google's brand or content guidelines, the Affiliate will remove the non-compliant content or cease display and distribution of such Tracking Link and Incentives in connection with such content within 24 hours of receiving a notification from Google, or within another reasonable timeframe from receipt of such notification from Google, as mutually agreed in advance (email permitted).

4. Marketing Requirements. In addition to its obligations under Section 3 (Use of Tracking Links, Incentives and Google Materials), the Affiliate must ensure that all promotional and marketing materials used by the Affiliate (including, without limitation, the text of any email distributions and/or social media posts): (a) are strictly consistent with any Program instructions provided by Google; (b) in the case of emails, are sent only to users who have actively opted to receive such emails (e.g., by choosing to tick a previously-unticked box); (c) clearly indicate that the Affiliate will be paid by Google for customer leads that qualify under these Special Ts&Cs; and (d) comply with these Special Ts&Cs and all applicable marketing, privacy and data protection laws, regulations and rules, including without limitation all applicable anti-spam laws (e.g., CAN-SPAM provisions) and all laws, regulations and rules pertaining to identification of advertisements as such (e.g., by use of the label 'Ad', 'Advert', 'Advertising' or 'Advertisement'). Any emails sent by the Affiliate must: (i) offer recipients the ability to opt out of future Affiliate communications; and (ii) contain any terms and conditions (as provided by Google to the Affiliate) applicable to any Incentives when offered.

5. Web Restrictions. The Affiliate will not, and will not allow any third party to: (a) 'frame', minimize, remove or otherwise inhibit the full and complete display of any Google web page; (b) cause any hyperlinks to web pages on the Google website to create a new browser window; or (c) otherwise display Google web pages or Brand Features in a distorted or diluted fashion. The Affiliate will not, and will ensure that third parties under its control do not, create or incentivize the creation of content that is designed, or could be construed to be intended, to manipulate search engine rank. If Google Materials or any other content or materials used by the Affiliate in accordance with Sections 3 (Use of Tracking Link, Incentives and Marketing Materials) and 4 (Marketing Requirements) include links, a 'no follow' attribute must be applied or steps must be taken to ensure the links have no value for search engine optimization.

6. Compliance. In addition to the other requirements in these Special Ts&Cs, the Affiliate expressly agrees to comply with the following:

6.1. Anti-Bribery Laws and Reporting. The Affiliate will comply with all applicable anti-bribery laws (for example, the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010) which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. 'Government officials' for such purposes include any government employee; candidate for public office and employee of government-owned or government-controlled companies, public international organizations and political parties. Furthermore, the Affiliate will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. If the Affiliate becomes aware of suspicious, illegal or fraudulent activity occurring in relation to these Special Ts&Cs, the Affiliate will report the suspicious or fraudulent activity to Google within 24 hours by emailing GoogleWorkspaceAffiliates-external@google.com.

6.2 Export Control Laws. The Affiliate will comply with all applicable export and re-export control laws and regulations, including without limitation (a) the Export Administration Regulations ('EAR') maintained by the US Department of Commerce, (b) trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control and (c) the International Traffic in Arms Regulations ('ITAR') maintained by the US Department of State.

6.3 Acceptable Use Policy. The Affiliate will not send, post, transmit or otherwise use Google Materials or any of Google's Brand Features for any of the following purposes, or in connection with any materials or sites used for any such purposes: (a) generation or facilitation of unsolicited bulk commercial emails; (b) violation or encouragement of the violation of the legal rights of others; (c) any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (d) creation, display or distribution of obscene or pornographic content.

7. Program Terms; Modification of Terms. All Program Terms will form part of these Special Ts&Cs and will control over any conflicting term in the body of these Special Ts&Cs. Google may update the Program Terms (which may include updates of existing terms or the introduction of new terms regarding Commissions, Incentives and other aspects of the Program) at any time and will notify Affiliates of any material changes to the Program Terms via the Network Service or otherwise in writing (email permitted, including where sent by CJ). Such updates to the Program Terms may include prospective increases or decreases in Commission Rates. If Google or CJ provides the Affiliate with an updated Tracking Link or Incentives (including any terms and conditions applicable to the Incentives), the Affiliate must cease all use of the outdated versions (including any outdated terms and conditions applicable to Incentives) no later than 30 days, or within a similarly reasonable timeframe as mutually agreed (email permitted), after receiving the updated Tracking Link or Incentives.

8. Brand Features. Each party will own all right, title and interest to its Brand Features. Subject to these Special Ts&Cs, Google grants to the Affiliate a non-exclusive and non-sublicensable license to display

Google's Brand Features only as permitted by the Program Terms and the Google Workspace Affiliate Program Policies and solely for the purpose of promoting and marketing the Services in accordance with these Special Ts&Cs. Additionally, all use of Google's Brand Features is at Google's sole discretion and subject to Google's then-current Brand Feature use guidelines at http://www.google.com/permissions/, as may be updated from time to time. Subject to these Special Ts&Cs, the Affiliate grants to Google a non-exclusive and non-sublicensable license to display the Affiliate's Brand Features solely for the purpose of marketing the Program or as otherwise mutually agreed upon in writing (email permitted).

9. Payment.

9.1 Commissions. Subject to these Special Ts&Cs, the Affiliate will receive a Commission through CJ for each Valid Transaction. A Valid Transaction will only take place when: (a) an Eligible Referral: (i) registers online directly with Google or its affiliated entities; (ii) makes a purchase of Services originating from the Tracking Link using a valid form of payment; (iii) pays Google or its affiliated entities (after having been invoiced) for a subscription on a single primary Services domain; (b) any other requirements specified in the Program Terms are met; and (c) all the foregoing occurs while the Affiliate is participating in the Program. For clarity, no Commissions will be paid for any closed sales for Services that do not originate from the Affiliate's Tracking Link. Google also reserves the right, in its reasonable discretion, to deny any Commissions to the Affiliate where Google determines that the Affiliate's actions are not consistent with these Special Ts&Cs and/or the intent of this Program.

9.2. Technical Responsibilities; Test Transactions. As between the parties, Google will be responsible for processing all Valid Transactions, but neither Google nor CJ will be liable to the Affiliate for any failure to pay Commissions due to any technical malfunctions of Tracking Links and/or Affiliate Properties. The Affiliate may, notwithstanding that the Affiliate itself is an Ineligible Referral, submit test purchases of the Services from the Affiliate's Tracking Link(s) to confirm proper functioning of the Tracking Links, provided that the Affiliate cancels such transactions within 24 hours.

9.3. Payments via CJ. Notwithstanding anything to the contrary contained herein, all Commissions due to the Affiliate under these Special Ts&Cs will be subject to, and paid through CJ pursuant to, the CJ Terms. Google will not be liable to the Affiliate for any failure on the part of CJ to pay the Affiliate any Commissions due once CJ receives from Google full payment of the Commissions and its fees.

9.4 Taxes. The Commissions are exclusive of taxes and Google might withhold or charge taxes if determined by law.

9.5 Payment Process. In order to receive any Commissions, the Affiliate must maintain a valid bank account within the Territory. Affiliate is solely responsible for ensuring its account information is accurate and current. Neither Google nor CJ will be responsible for any payments not received due to the Affiliate failing to provide accurate and complete account information for payment or any other

relevant or required information. Program Terms relating to the payment process may need to be specifically accepted by the Affiliate in order for Commissions to be paid to the Affiliate's bank account.

10. Participation; Term; Termination.

10.1 Affiliate's Participation. The Affiliate will be a participant in the Program for as long as these Special Ts&Cs are in effect, and may terminate its participation in the Program at any time by terminating these Special Ts&Cs without cause as described in Section 10.3 (Termination).

10.2 Term. These Special Ts&Cs will remain in effect from the Effective Date until they are terminated by either party as provided in Section 10.3 (Termination) or elsewhere in these Special Ts&Cs.

10.3 Termination. Either party may terminate these Special Ts&Cs: (a) without cause upon 7 days written notice given through the Network Service (or, if Google is the terminating party, given by email) with effect on the 8th day; or (b) with cause upon written notice (email permitted) to the other party with immediate effect. Upon any termination of these Special Ts&Cs: (i) the Affiliate will cease to be a participant in the Program, and will only receive Commissions to the extent that the requirements under Section 9.1 (Commissions) for Valid Transactions were met prior to the effective termination date; (ii) all licenses and rights granted will terminate; and (iii) each party will cease all use of the Brand Features of the other party.

11. Confidentiality. The Affiliate may not disclose the terms, conditions or existence of any non-public aspect of the Program to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with law.

12. Disclaimers; Limitation of Liability. EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM, TRACKING LINK, INCENTIVES AND ANY GOOGLE MATERIALS ARE PROVIDED 'AS IS' AND AT THE AFFILIATE'S OPTION AND RISK, AND GOOGLE DOES NOT GUARANTEE ANY RESULTS. EXCEPT FOR (I) BREACHES OF SECTION 6 (COMPLIANCE); (ii) BREACHES OF SECTION 8 (BRAND FEATURES); AND (iii) SECTION 13 (INDEMNIFICATION), TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (A) NO PARTY MAY BE HELD LIABLE UNDER THESE SPECIAL Ts&Cs OR ARISING OUT OF PERFORMANCE OF THESE SPECIAL Ts&Cs FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD HAVE KNOWN THAT SUCH DAMAGES ARE OR WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY AND (B) NO PARTY MAY BE HELD LIABLE FOR DAMAGES UNDER THESE SPECIAL Ts&Cs IN THE AGGREGATE OF MORE THAN THE AMOUNT PAID BY GOOGLE (THROUGH CJ) TO THE AFFILIATE UNDER THESE SPECIAL Ts&Cs IN THE 3 MONTHS BEFORE THE DATE OF THE ACTIVITY GIVING RISE TO THE FIRST CLAIM.

13. Indemnification. The Affiliate will defend, indemnify and hold harmless Google, its affiliates, directors, officers and employees against all liabilities, damages, losses, costs, fees (including legal fees) and expenses relating to any allegation or third-party legal proceeding to the extent arising out of: (a) the Affiliate's participation in the Program; (b) the Affiliate Properties and the Affiliate's Brand Features; and (c) the Affiliate's breach of any representation or warranty in these Special Ts&Cs.

14. Representations and Warranties. The Affiliate represents, warrants and certifies to Google that: (a) it has legal authority to enter into these Special Ts&Cs and participate in the Program; (b) its employment contract (if applicable) does not restrict it from participating in the Program and, where the Affiliate is a representative, agent or an employee of a Google reseller, the Affiliate has also obtained valid consent from its employer to participate; (c) the Affiliate will make all referrals in good faith; (d) the Affiliate will comply with all applicable laws, regulations and rules, including without limitation as described in Sections 4 (Marketing Requirements) and 6 (Compliance); (e) the Affiliate will use all information and materials provided by Google (including without limitation Google Materials and Google's Brand Features) in compliance with these Special Ts&Cs; and (f) if Affiliate displays or distributes any Incentives to potential Eligible Referrals, Affiliate will clearly and conspicuously disclose any terms and conditions applicable to such Incentives in accordance with these Special Ts&Cs.

15. Governing Law; Arbitration

15.1 Governing Law. ALL CLAIMS ARISING OUT OF, OR RELATING TO, THESE SPECIAL Ts&Cs OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THESE SPECIAL Ts&Cs) ('Dispute') WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

15.2 Arbitration and Disputes. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days:

> (A) North America. any Dispute arising in the Territory within the limits of the geographic regions of North America (defined as the United States and Canada), arising out of or relating to the subject matter of these Special Ts&Cs, will be litigated exclusively in the Federal or State Courts of Santa Clara County, California, USA, and the parties consent to personal jurisdiction in those courts;
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> (B) Other. any Dispute arising in the Territory within the limits of the geographical Territory of Brazil, Chile, Colombia and Mexico, arising out or relating to the subject matter of these Special Ts&Cs, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these Special Ts&Cs ("Rules"). For purposes of the arbitration procedures: (i) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA. (ii) The arbitrator may not decide by equity. (iii) Subject to the confidentiality requirements in Subsection (v) below , either party may petition any competent court, to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (iii). (iv) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over

either party or any of its property. (v) Any arbitration proceeding conducted in accordance with this Section will be considered confidential information, including (1) the existence of, (2) any information disclosed during, and (3) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (v) to a competent court as may be necessary to file any order under Subsection (iii) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). (vi) The parties will pay the arbitrator’s fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. (vii) Each party will bear its own lawyers’ and experts’ fees and expenses, regardless of the arbitrator’s final decision regarding the Dispute.

16. Miscellaneous. All notices, unless otherwise stated herein, must be in writing and addressed for the attention of the other party's primary point of contact and, in the case of notices to Google, also to its Legal Department. The email address for notices being sent to Google's Legal Department is legal-notices@google.com. Notice will be deemed given when delivered (a) when verified by written receipt, if sent by personal courier, overnight courier or mail, or (b) when verified by automated receipt of electronic logs, if sent by facsimile or email. The Affiliate will not assign or otherwise transfer its rights or delegate its obligations under these Special Ts&Cs, in whole or in part, and any attempt to do so will be null and void. These Special Ts&Cs are not intended to benefit, and do not confer any rights on, any third party, except as expressly stated otherwise. The parties are independent contractors and these Special Ts&Cs do not create any agency, partnership or joint venture. No party is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control. Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, the balance of the provisions will remain in full force and effect. In the event of any termination or expiry of these Special Ts&Cs, Sections 7 (Program Terms; Modification of Terms), 9 (Payment) (with respect to Commissions earned by and payable to the Affiliate as of the effective date of termination or expiry), 10 (Participation; Term; Termination), 11 (Confidentiality), 12 (Disclaimers; Limitation of Liability), 13 (Indemnification), 15 (Governing Law; Arbitration) and 16 (Miscellaneous) will survive. These Special Ts&Cs constitute the parties’ entire agreement relating to their subject and supersede any prior or contemporaneous agreements on that subject. Any amendments must be in writing and executed by both parties (electronic form acceptable).