

**VENDOR PASS-THROUGH TERMS
GOOGLE RESELLER TERMS**

Vendor:	Google Commerce Limited, a company incorporated under the laws of Ireland whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland
Google Product(s):	Returnable Google Products and Non-Returnable Google Products listed in the Product List
Territories:	Spain, Portugal, Italy, UK, Ireland, France, Germany, Austria, Switzerland, Belgium, Netherlands, Nordics (Denmark, Sweden, Norway and Finland)

In addition to the Terms and Conditions (available at eu.tdsynnex.com/terms-and-conditions) and the Country Specific Terms (available at eu.tdsynnex.com/country-specific-terms-of-sale) these Google Reseller Terms (“**Vendor Pass-Through Terms**”) and all the terms and conditions of the documents identified below (including any other documents or online resources expressly incorporated by reference into such terms) (collectively, the “**GRT**”) apply to the purchase or licensing, as applicable, of Google Products (as set out above) by Buyer (“**RESELLER**”) from TD SYNEX.

By purchasing or licensing, as applicable, the Google Products from TD SYNEX, RESELLER agrees to these GRT, which shall form a part of the Agreement between TD SYNEX and RESELLER.

To the extent required under these GRT, RESELLER will flow down such terms to its customer in its agreements with such customer.

Vendor may amend these GRT from time to time. In such case, TD SYNEX will publish the updated terms on its website at: eu.tdsynnex.com/vendor-pass-through-terms. RESELLER agrees to be bound by such updated pass-through terms. It is RESELLER’s responsibility to check such link from time to time.

In case of conflicts between these GRT and these Terms and Conditions or the Country Specific Terms, the GRT shall prevail.

Unless agreed otherwise in the following for the purposes of these GRT, capitalized terms shall have the meaning given in the Agreement.

INTRODUCTION

- (A) TD SYNEX sells Google Products and other products and services to Authorised Resellers.
- (B) RESELLER is engaged in the retail and/or channel resale business.
- (C) RESELLER wishes to act as an Authorised Reseller of Google Products in the Territory.

AGREED TERMS

1. Definitions

In these GRT unless expressly stated otherwise:

"Authorised Resellers" means Google Managed Resellers or TD SYNEX Managed Resellers;

"Customer" means an end purchaser of the Google Product, including both businesses and consumers but excluding Authorised Resellers and any other resellers or distributors of the Google Products;

"Environmental and Producer Responsibility Laws" means all applicable laws and regulations that regulate producer's responsibility (including electronic and electronic equipment and waste electronic and electrical equipment, batteries and waste batteries and packaging and packaging waste) and all applicable laws and regulations which have the purpose or effect of protecting, preserving, enhancing or otherwise benefiting the environment, managing product impact, end of life treatment or influencing resource usage (including matters that relate to waste minimisation, materials reuse or recovery and minimisation of hazardous content);

"Epidemic Failure" means where 10% or more of all units of Google Product sold by an Authorised Reseller to its Customers are returned to such Authorised Reseller in any calendar quarter due to a single defect or fault in the Google Product (or a series of defects or faults with the same root cause) as measured and determined by Google. Any Google Product units returned to an Authorised Reseller due to a Warranty Exclusion (as defined in Returnable Google Products schedule) shall not count towards the calculation of Epidemic Failure;

"First Market Date" means the date when Authorised Resellers may first market the Product to Customers, as set out in the Product List;

"Google Branding Guidelines" means Google's then-current guidelines for third party use of Google's brand features (available at

<http://www.google.com/permissions/trademarks.html>

<https://sites.google.com/a/google.com/chromecast-partner-toolkit/>

<https://sites.google.com/a/google.com/device-partner-toolkit/>

as such URLs may be updated or added to by Google from time to time);

"Google Managed Reseller" means a reseller: (a) who fulfils the applicable Selection Criteria and is identified as a Google Managed Reseller for a given Google Product in the applicable Product List, which list may be updated by Google from time to time in writing; (b) with whom Google has entered into a brand features licence agreement (which licence remains in full force and effect); and (c) where Google manages certain commercial aspects of the relationship with such reseller;

"Google Product(s)" means the Returnable Google Products and Non-Returnable Google Products listed in the Product List;

"Installation Services" means the provision of the services of installing the Google Product(s) in a home or building;

“Intellectual Property Rights” means all copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;

“Lockdown Period” means for each Google Product the period of the forecast specified in the applicable Product List;

“Non-Returnable Google Products” means the Google hardware products listed in the Product List;

“On Sale Date” means the date when Authorised Resellers may first sell Google Product to Customers, as set out in the Product List;

“Producer” has the meaning given in Article 3 (f) of the WEE Directive;

“Product Compliance Requirements” means all applicable technical, radio, safety, health, labelling, marking, environmental, record keeping and other compliance requirements, required for importation, distribution, use and sale of the relevant Google Product (including batteries and packaging) into each of the applicable Territory(ies) for that Google Product (e.g. EMI, RF, EMC, Safety, RoHS, REACH, WEEE Directive energy performance, Encryption declarations, SAR, etc.);

“Product List” means a list (as amended from time to time) provided by TD SYNEX to RESELLER in writing following signature of these GRT setting out the Google Products available for purchase by RESELLER’s respective entity, Google Managed Reseller, Warranty and DOA Handling and Processing Fee, First Market Date, On Sale Date, Reseller’s Purchase Price, Lockdown Period, RRP, Demonstration Units (where applicable), Returns Allowance, and NFF or Out of Warranty Return Refurbishment Fee;

“RRP” means the recommended retail price for Google Products as suggested by Google and as may be notified to the RESELLER from time to time in writing;

“Returnable Google Products” means the Google products as set out in the Product List;

“Product Safety Issue” “PSI” means any information or event which indicates that any unit of Google Product purchased by Authorised Reseller is a ‘dangerous product’ pursuant to Article 2(c) of Directive 2001/95/EC on general product safety;

“Product Schedule” means the applicable Google Product schedule attached to these GRT as schedules;

“Selection Criteria” means in relation to each Google Product the objective criteria for selecting resellers to be Authorised Resellers of that Google Product as updated by Google and provided by TD SYNEX or Google from time to time; If the Authorised Reseller sells to its affiliates/franchisees, the Authorised Reseller will ensure they meet the Selection Criteria.

“TD SYNEX Managed Reseller” means a Reseller: (a) nominated by TD SYNEX to be an Authorised Reseller for one or more Google Products and confirmed by Google in writing as meeting the applicable Selection Criteria for those Google Product(s); (b) with whom Google has entered into a brand features licence agreement; and (c) where TD SYNEX manages all aspects of the relationship with such reseller;

“Territory” means the country in which the TD SYNEX entity is located;

“**Unauthorised Resellers**” means retailers, resellers or distributors other than Authorised Resellers (wherever located);

“**Warranty Period**” means in relation to each Google Product, the period set out in the applicable Product Schedule which commences on the sale of that Google Product to the consumer; and

“**WEEE Directive**” means the European Directive 2012/19/EU on waste electrical and electronic equipment.

2. Appointment as an Authorised Reseller

2.1 TD SYNEX appoints RESELLER, and RESELLER accepts such appointment, as an Authorised Reseller with the non-exclusive right to (a) purchase Google Products from TD SYNEX; and (b) market, promote, sell and supply the Google Products to Customers on the terms of these GRT.

2.2 This authorisation and appointment as a non-exclusive Authorised Reseller of Google Products is subject to the terms and conditions of these GRT. These GRT may be amended from time to time by written notice from TD SYNEX.

2.3 Any RESELLER that no longer meets the Selection Criteria at any time will cease to be an Authorised Reseller. If an Authorised Reseller is in breach of the Google Branding Guidelines or breach of this GRT (the “Defaulting Reseller”), the Defaulting Reseller will cease to be an Authorised Reseller if: (a) such breach is incapable of remedy; or (b) the breach is capable of remedy and the Defaulting Reseller fails to remedy that breach within five (5) calendar days after receiving notice of such breach.

2.4 RESELLER warrants and undertakes that throughout the duration of this GRT, it will at all times: (a) meet the Selection Criteria, and (b) comply with the Google Branding Guidelines.

2.5 If TD SYNEX becomes aware that an Authorised Reseller is in breach of any other provision of these GRT, TD SYNEX may suspend the sale of Google Products to such Authorised Reseller. Either party may terminate this GRT with thirty (30) days written notice (for the avoidance of doubt, pursuant to the Agreement, Orders are non-cancellable by the RESELLER once accepted by TD SYNEX).

2.6 Where an Authorised Reseller fails at any time to meet any relevant credit checks, TD SYNEX may: (a) suspend the sale of Google Products to such Authorised Reseller until such time that Authorised Reseller passes the relevant credit checks; or (b) cancel Orders.

3. Resale, Territory and Retail prices

3.1 RESELLER will not resell any of the Google Products other than: (a) to Customers; or (b) to other Authorised Resellers of such Google Products who have been appointed by TD SYNEX or Google in accordance with Google’s Selection Criteria; or (c) to affiliates or franchisees of that Authorised Reseller provided that such affiliates or franchisees meet the Selection Criteria which is to be confirmed by the Authorised Reseller. The Authorised Reseller must provide a list of affiliates or franchisees it is selling the Google Products to under this clause 3.1. (c), if such list is required by Google from TD SYNEX.

3.2 RESELLER shall not make active sales of the Google Products outside of Territory(ies) where the Google Product has not yet been launched by Google. For the avoidance of doubt, Clause 3.2 shall not restrict Authorised Reseller to undertake any passive sales within the EEA and Switzerland.

3.3 Reseller's purchase price of Google Products shall be set out in the Product List, as amended from time to time. Unless otherwise agreed bonus, rebate, price protection, stock protection or any applicable discount conditions that may be agreed between the parties will not be applicable to the Google Products.

3.4 RESELLER shall comply with all reasonable instructions notified by Google or TD SYNEX in writing from time to time in relation to the handling and storage of the Google Products.

3.5 RESELLER shall with Google's prior written consent, arrange advertising and publicity for the Google Products, whether or not using, marketing and promotional materials supplied by Google or otherwise, in accordance with Google's written instructions. RESELLER will not: (a) publish or use any marketing material, press releases or other publicity related to a Google Product prior to the applicable First Market Date; or (b) sell the Google Products prior to the applicable On-Sale Date, in each case without Google's explicit consent in writing. TD SYNEX or Google may change the First Market Date or the On Sale Date at its discretion by providing RESELLER as much written notice as is reasonably practicable.

3.6 RESELLER will promptly notify TD SYNEX in the event that RESELLER becomes aware that a PSI has occurred, providing sufficient information and with the right for TD SYNEX to pass this information to Google to enable Google to evaluate the situation and decide further actions including: (a) a description of the PSI; (b) the Google Products in question; (c) any accessories that RESELLER is aware being used with the relevant Google Products at the time the PSI occurred; (d) details of the selling entity and store that sold the relevant Google Products; and (e) any other information related to the PSI reasonably requested by Google.

3.7 Google, at its own cost, will carry out all required investigations to try to establish the cause of the PSI. Where legally mandated, Google will submit any PSI report to the competent government or regulatory agency and will decide upon appropriate remedial actions, which may include a product recall, product exchange (like-for-like or with alternative substitute agreed product), repair, refurbishment or refund. RESELLER will support Google and comply with all reasonable requests, as a matter of urgency, including, if requested, providing Google with the following devices and information in respect of Google Products sold or supplied by TD SYNEX: (a) the physical individual units of Google Product(s) giving rise to the PSI; (b) details of the territories into which the impacted Google Products have been supplied; (c) details of the volumes of stock sold in each of those territories (including the relevant selling entity); and (d) the volume of stock held that is unsold. RESELLER will maintain records throughout such that it is able to provide Google with this information on request.

3.8 RESELLER may issue its own statement or comment on its own behalf in relation to a PSI, provided it has obtained Google's prior written approval. RESELLER will coordinate with Google before submitting any legally mandated PSI report to any government or regulatory agency.

4. Forecasts

4.1 RESELLER shall provide forecasts and submit to TD SYNEX, on the same day each week as agreed between the parties, a forecast of anticipated orders for the Google Products for at least the following three calendar months, for Authorized resellers selling into IT or B2B channels at least four calendar weeks. Forecast will be submitted in a format to be agreed between the parties. This forecast shall not be deemed to be binding except otherwise stipulated in the Product Schedule, but each RESELLER shall in any event use its best endeavours and act in good faith to ensure that its forecast is as accurate as reasonably possible.

4.2 For each forecast issued by RESELLER under Clause 4.1 above, the forecast for the Lockdown Period for each Google Product may not be amended by RESELLER unless it has TD SYNEX's prior written consent to do so.

5. Delivery

5.1 TD SYNEX shall deliver the Google Products to the RESELLER's central premises.

5.2 Partial delivery of any Order shall be permitted. POs once placed by RESELLER are non-cancellable or modifiable and all payments shall be due in accordance with the payment terms set out in the Agreement.

6. Compliance with laws and Data Protection Law

6.1 RESELLER agrees to comply with all applicable export control and sanctions laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, and (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control.

6.2 RESELLER will comply with all laws and regulations applicable to the sale of the Google Products, including its relevant obligations under applicable data protection law.

6.3 The RESELLER warrants and undertakes that, in respect of Google Product sold in the applicable Territory for that Google Product, it shall, at all times, comply with the distributor obligations set out in the Environmental and Producer Responsibility Laws (including but not limited to those set out in Article 5 of the WEEE Directive).

6.4 If RESELLER places the Google Products on the market of one or more EU Member State(s) other than the country in which TD SYNEX has its principal place of business, or the country of the specific SKU which the Order refers to (each such Member State a "Non Authorised Member State"), RESELLER warrants, and undertakes that it will (a) notify TD SYNEX, (b) be the Producer and comply, at its sole cost and expense, with the Producer's obligations pursuant to Environmental and Producer Responsibility Laws, (c) ensure that the Google Product meets the Product Compliance Requirements, in each case in respect of such Non Authorised Member State(s).

6.5 RESELLER will not access, collect, or use any Personal Data from Customers of any Google Product, or authorise or allow any third party to do so on its behalf, except to the extent TD SYNEX or Google has authorised such access, collection and use in writing and the parties have agreed upon such security and privacy controls as are appropriate for that purpose.

6.6 RESELLER will take reasonable and appropriate steps to prevent any access to Personal Data stored on Google Products in the course of RESELLER performing services under this GRT, including the following:

- (a) RESELLER will apply appropriate technical and organisational security measures in relation to Google Products to prevent unauthorized access, theft, or loss of Google Products and Personal Information; and
- (b) RESELLER shall not access, disclose, retain, make any copies of or otherwise use Personal Data stored on Google Products, except as strictly necessary to perform its obligations under this GRT.

6.7 Except as may be agreed by TD SYNEX and the RESELLER in writing, RESELLER will not provide Personal Data to TD SYNEX or Google in connection with this GRT and will therefore ensure that all Personal Data is removed from Google Products on any occasion.

6.8 For the purposes of this GRT, Google Products will be deemed to contain Personal Data until Personal Data has been permanently removed from the Google Product.

6.9 RESELLER will maintain an up-to-date inventory of Google Products in its possession, custody, or control. RESELLER will document the completion of any operation designed to remove Personal Data from Google Products, including by documenting the time and date of the operation, the method of removal, and whether the operation was successful. These records shall be made available to TD SYNEX and Google upon request.

6.10 RESELLER will assess risks to the security, privacy and confidentiality of Personal Data and Google Products at reasonable periodic intervals and will maintain and revise existing safeguards, as needed, in order to reasonably protect the security, privacy and confidentiality of Personal Data.

7. No Misrepresentations

RESELLER will not give any warranties or representations binding on Google in relation to the Google Products or any other goods or services provided by Google.

8. Disclaimer of warranties

Except as otherwise agreed between TD SYNEX and the RESELLER in these GRT, to the extent permitted by applicable law no conditions, warranties or other terms (whether express or implied) will apply to the Google Products supplied by TD SYNEX under these GRT (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

9. Training

In respect of any Installation Service providers that RESELLER uses, or proposes to Customers, for the installation of the Google Products, RESELLER will ensure that such providers are suitability qualified, and receive all training and other related communications provided by Google.

10. Intellectual Property

All ownership rights, title, and Intellectual Property Rights in and to the Google Products, Google documentation and other materials or specifications provided by Google will remain with Google and/or its licensors, except that title to the Google Products will pass to RESELLER pursuant to the Agreement.

11. Reporting

TD SYNEX Managed Reseller shall provide to TD SYNEX on a weekly basis a report in the prescribed form and containing the categories of information as communicated by TD SYNEX from time to time.

12. Epidemic Failure

In the event of an Epidemic Failure:

- (a) TD SYNEX will inform Google without undue delay and will give Google a reasonable time to fix the problem taking into the underlying cause of the defect; and

- (b) Google (if unable to fix the problem within a reasonable time period) will supply to TD SYNEX with a repair or replacement in respect of units of Google Products subject to the Epidemic Failure which are both: (i) unsold in Authorised Reseller's warehouse; and (ii) returned to Google in pristine condition in their original, undamaged and unopened packaging ("Pristine Unsold Units"). Where provided by Google, TD SYNEX shall provide any such repaired or replacement Google Product to the relevant Authorised Reseller.

13. Contractual document

These GRT replaces all existing terms, between the parties, in relation to the sale of Google Products. In the event of conflict between the Agreement and these GRT, the terms of these GRT shall prevail.