



Google Infraestrutura Brasil Ltda.
Leonide Maria De Lima, 127 Ocian
Praia Grande Sao Paulo 04538-905 Brazil

Purchase Order 4300619467

Order Type : TI-GGC Asset/Exp PO

Revision: 0 New

Date of Order: 07/28/2022

Vendor: RAHI SYSTEMS BRASIL COMERCIO E SERVICOS DE TECNOLOGIA DA

Vendor Address:

AV ANGELICA 2223
SANTA CECILIA SAO PAULO Sao Paulo 01227-903 Brazil

Buyer: p2p-hardware@google.com

Payment Terms: Net Due in 25 Calendar Days.

Incoterms: FCA (Free Carrier)

Supplier Site Sao Paulo , Brazil

Bill To: Google Infraestrutura Brasil
Ltda.

Bill To Address:

Google Infraestrutura Brasil Ltda.
Leonide Maria De Lima, 127 Ocian
Praia Grande Sao Paulo 04538-905
Brazil

Please Submit Invoices To:

The Ariba Network

(<http://service.ariba.com>)

See instruction at

<https://support.google.com/corporate-suppliers/answer/9936175?cc=na&hl=e>

or

ATTN: ACCOUNTS PAYABLE
AV.BRIGADEIRO FARIA LIMA,3477 -
17º,18º,19º,20ºANDAR,TORRE SUL SP
SAO PAULO 04538-133
BR

Ship To: Avenida Brigadeiro Faria Lima,

Ship To Address:

nº 3.729,
Itaim Bibi, Sao Paulo
Sao Paulo 04538-905 Brazil

This Purchase Order is subject to and incorporates by reference the attached Purchase Order Terms and Conditions (or, if none are attached, the Purchase Order Terms and Conditions for the country or region in which the purchasing entity identified above ("Google") is located, available at http://www.google.com/po_terms.html) (the "Terms and Conditions"). Your acknowledgement of this Purchase Order or commencement of performance will constitute your acceptance of all of the Terms and Conditions. Google objects to any additional or different terms in any of your documents, including quotations, acknowledgments, or online terms. Those additional or different terms will be considered material alterations and are void. As stated in the Terms and Conditions, if you and Google have executed a separate written agreement governing the products or services under this Purchase Order, then that separate agreement will apply instead of the Terms and Conditions.

Please ensure that the appropriate tax is included on the invoice at the time of invoice (including e-invoice) submission.

Note to Vendor:

PO#4300596673 cancelled- due incorrect currency

Ship to Address:

"Avenida Brigadeiro Faria Lima, nº 3.729, 5º andar
Itaim Bibi
Sao Paulo
04538-905
Brazil"

Shipping Instructions <https://ei-bpa.appspot.com/routingguide>

Line No.	Part No./Description	Delivery Date	Quantity	Unit	Per Unit	Unit Price	Extended Amt
00010	Line Description: Consumable Blanket PO Service Item: Freight Charge	07/25/2022	1	AU	1	517,480.00	517,480.00

Line No.	Part No./Description	Delivery Date	Quantity	Unit	Per Unit	Unit Price	Extended Amt
00020	Line Description: shipping Service Item: Freight Charge	07/25/2022	1	AU	1	51,748.00	51,748.00

Total569,228.00
BRL

GOOGLE SUPPLIER PURCHASE ORDER TERMS AND CONDITIONS

Introduction; Applicable Terms.

(A) If the Google entity (“**Google**”) and the supplier entity (“**Supplier**”) identified in the Purchase Order have executed a separate written agreement governing the Products or Services specified in the Purchase Order (“**Existing Agreement**”), then the Existing Agreement will apply to those Products or Services.

(B) Otherwise, the terms and conditions below (“**Terms and Conditions**”), together with the Purchase Order, form an “**Agreement**” between Google and Supplier for the Products and Services specified in the Purchase Order. If these Terms and Conditions conflict with the Purchase Order, these Terms and Conditions govern.

(C) Google objects to any additional or different terms in any Supplier documents, including quotations, acknowledgments, or online terms. Those Supplier terms will be considered material alterations to the Agreement and are void.

1. **Definitions.**

- 1.1 “**Background IP**” means all IP owned or licensed by a party: (A) before Supplier performs Services, or (B) independent of the Agreement.
- 1.2 “**Defect**” or “**Defective**” means, with respect to a Product, a failure to meet the Product warranties in Sections 8.2(A) (Specifications) and 8.2(B) (Products).
- 1.3 “**Deliverables**” means custom work product (including third party materials) provided by Supplier to Google under the Agreement.
- 1.4 “**Developed IP**” means any IP created or discovered by Supplier or Google in connection with the Agreement.
- 1.5 “**Intellectual Property Right(s)**” means all registered or unregistered intellectual property rights throughout the world, including rights in patents, copyrights, trademarks, trade secrets, designs, databases, domain names, and moral rights.
- 1.6 “**IP**” means anything protectable by an Intellectual Property Right.
- 1.7 “**Personnel**” means Supplier (if an individual) and all employees and agents of Supplier and its subcontractors and their agents.
- 1.8 “**Product**” means any product provided by Supplier, including any hardware, software, or Deliverables.
- 1.9 “**Purchase Order**” means a purchase order (including any incorporated attachments) for Product or Services submitted to Supplier by Google.
- 1.10 “**Services**” means all services specified or provided under the Agreement.
- 1.11 “**Specifications**” means those specifications (if any) identified in a Purchase Order or as the parties may otherwise agree to in writing.
- 1.12 “**Tax(es)**” means all government-imposed tax obligations (including taxes, duties and

withholdings), except for those based on Supplier's or Personnel's net income, net worth, asset value, property value, or employment.

- 1.13 **"Transfer Law"** means: (A) applicable law implementing Council Directive 2001/23/EC; and (B) any other laws, directives, regulations, and rules implementing provisions to safeguard and transfer employee rights on a change in service provider, in any jurisdiction applicable to Supplier and the Services under the Agreement.
- 1.14 **"Warranty Period"** means the 12-month period starting on the date Google accepts a Product.
- 1.15 In the Agreement, (A) **"include"** or **"including"** means "including but not limited to", (B) examples are illustrative and not the sole examples of a particular concept, and (C) written communication includes email.

2. **Ordering Product and Services.**

- 2.1 **Purchase Orders.** Google may submit Purchase Orders in writing, including electronic transmission. Unless the parties mutually agree otherwise in writing, Purchase Orders will state prices, delivery dates, and delivery locations for Products and Services.
- 2.2 **Changes.** Google may reschedule Products or Services, change the delivery destination for Products in the Purchase Order, or change the Services provided under the Purchase Order, at no cost to Google, except that if requested changes materially increase or decrease the cost to provide Products or Services, the parties will negotiate an appropriate adjustment to their obligations under the Purchase Order. Supplier will not unreasonably withhold or delay agreement to any change requested by Google.

3. **Product Delivery.**

3.1 **Product Shipping.**

- (A) **Delivery Terms; Title Transfer.** Unless otherwise specified in the Purchase Order, Supplier will deliver Products DDP (Incoterms 2020) to the delivery destination stated in the Purchase Order. Title and risk of loss will transfer from Supplier to Google at the delivery destination.
- (B) **Trade Compliance.** When Supplier is responsible for exporting or importing Product, Supplier will obtain all authorizations and permits necessary to fulfill all applicable governments' requirements for Product shipment.
- (C) **Import/Export Information.** Upon Google's request, Supplier will provide Google with any information Google reasonably requests regarding Product importation, exportation, or distribution.

- 3.2 **Product Packing.** Supplier will package Products according to any instructions Google provides in a Purchase Order, and if none are provided, then according to good commercial practice to ensure safe arrival of the Products.

- 3.3 **Advance Delivery.** Google may refuse any delivery made more than 5 days before the delivery date and Supplier will re-deliver the Product on the correct date at Supplier's expense.

- 3.4 **Excess Product.** Google may return to Supplier, at Supplier's expense, any quantity of Product exceeding that specified in the Purchase Order.

3.5 Late Product Delivery.

- (A) If a Product shipment (or part of a shipment) is likely to be delayed, Supplier will:
(1) promptly notify Google in writing and immediately propose a new delivery date, (2) use best efforts to expedite delayed Product at Supplier's expense, and (3) issue Google a discount or refund on the purchase price for Product delivered late, unless otherwise agreed by the parties.
- (B) In addition to the remedies in Subsection (A), Google may (1) cancel without liability the applicable Purchase Order or portions of the Purchase Order for delayed Product that is not yet delivered, or (2) source replacements for delayed Product from another supplier, at Supplier's reasonable expense.

4. Inspection; Acceptance; Rejection; Defect Replacement.

4.1 Inspection. Google may inspect Product and Services on delivery.

- (A) Acceptance. Any Product or Service not rejected within 30 days of receipt will be deemed accepted by Google. Google's payment to Supplier for Product or Services will not be treated as acceptance.
- (B) Rejection. At Google's option, Google may: (A) return rejected Products, and Supplier will immediately replace returned Products, at Supplier's expense, including all freight costs; or (B) use the Defective Products and obtain a reduction in price.

4.2 Defect Replacement Procedure.

- (A) Remedies. For Product that is discovered Defective during the Warranty Period, Supplier will, at its expense and at Google's option:
 - (1) replace or repair Defective Product and re-deliver such repaired or replaced Product to Google within a commercially reasonable time frame agreed to by Google,
 - (2) refund Google the Product purchase price within 30 days of receiving Google's notice that a Product is Defective, or
 - (3) reimburse Google for the reasonable cost to have the Product repaired within 30 days after receiving Google's invoice.
- (B) Costs. Supplier is responsible for all costs, damages, and liabilities incurred by Google as a result of Defective Product.
- (C) Google Property. All Products undergoing repair will at all times remain Google's property.
- (D) Warranty. Supplier will warrant replacement Product for the longer of 90 days following Google's acceptance of the replacement Product or the remainder of the original Product's Warranty Period.

5. Payment.

5.1 Invoice Issuance and Payment.

- (A) Submitting Invoices. Supplier will invoice Google upon Google's acceptance of the Products and Services by submitting itemized invoices to the online portal specified by Google according to the portal's instructions. Correct invoices will include at a minimum Purchase Order number, complete bill-to address, Product part numbers and quantities, description of Products or Services, unit prices, applicable taxes or other charges, and extended totals.
- (B) Disputing Invoices. Google will only initiate invoice disputes in good faith, and will provide a written description of the disputed amount. Upon Google's request, Supplier will issue separate invoices for undisputed and disputed amounts. Payment of undisputed amounts will not limit Google's right to object and refuse payment of disputed amounts.
- (C) Paying Invoices. Google will pay for accepted Products or Services after receipt of a correct invoice within 45 days. Google is not required to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed.
- (D) Right to Offset. In addition to other rights and remedies Google may have, Google may offset any payment obligations to Supplier that Google may incur under the Agreement against any fees owed to Google and not yet paid by Supplier under the Agreement or any other agreement between Supplier and Google.

5.2 Expenses.

- (A) Eligible Expenses. Google will reimburse Supplier for expenses up to the amounts specified in the Purchase Order, and only if they are: (1) actual, reasonable, and necessary (without mark-ups or commissions); (2) approved in advance and in writing by Google; and (3) accompanied by receipts and other documentation that Google may request establishing the type, date, amount, payment, and purpose for such expenses.
- (B) Supplier Responsibility. Supplier is solely responsible for reimbursing Personnel's expenses and will do so in accordance with all applicable laws and regulations.

5.3 Taxes. Taxes are not included in the fees and will be separately itemized on Supplier's invoices if applicable. Google will pay correctly-stated Taxes unless Google provides a valid Tax exemption certificate. Google will withhold Taxes if legally required. Supplier will timely provide customary tax documentation reasonably requested by Google.

5.4 Bank Charges. The party receiving payment will be responsible for bank and credit card charges assessed by its bank or the credit card issuer.

6. Product License; Limitations.

6.1 Product License Grant.

- (A) Deliverables. For those portions of a Product that are Deliverables, Section 7.4 (Services Intellectual Property Rights; Licenses) will apply.
- (B) Other Products. For those portions of a Product that are not Deliverables, Supplier grants to Google, its affiliates, distributors, and end users an irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free license, to the

maximum extent permitted by law, to use, modify, sell, offer for sale, import, and otherwise dispose of the Product, including any bug fixes, updates, or upgrades developed by Supplier for the respective Product.

6.2 Limitations. The Agreement does not grant any license, right, or interest in any trademark, trade name, or service mark of either party. Neither party will alter or modify any proprietary rights notices on the other party's IP.

7. Services. To the extent that Supplier provides Services, this Section 7 will also apply.

7.1 Services Provision. Supplier will:

- (A) develop, test, and deliver to Google all Deliverables in accordance with the applicable Purchase Order, and, if requested by Google, provide Google with supporting documentation evidencing Supplier's testing, and all assistance necessary for Google to fully inspect the Deliverables;
- (B) provide all materials, equipment, and Personnel necessary for performing the Services unless stated otherwise in the Purchase Order;
- (C) provide Google with status reports regarding Supplier's progress on Deliverables, at the frequency requested by Google; and
- (D) comply with all applicable Google policies if and when Supplier is at Google's facilities.

7.2 Rejected Services. Regardless of Google's acceptance of any Services, if any Services do not meet the applicable warranties or other criteria under the Agreement, at Google's option, Google may:

- (A) require Supplier to re-perform the non-conforming Services at no charge to Google;
- (B) re-perform or have a third party re-perform the non-conforming Services, and charge Supplier the reasonable cost of this re-performance;
- (C) accept the Services and obtain a reduction in price; or
- (D) reject the non-conforming Services and obtain a refund from Supplier for all amounts paid for these Services.

7.3 Failure Analysis. Upon Google's request, Supplier will perform a failure analysis of any returned Deliverable that is suspected to be Defective. Supplier will use reasonable efforts to provide Google with (A) an initial assessment of the Defect's cause(s) within 1 week of receiving the returned Deliverable; and (B) a final assessment of the Defect's root cause within 3 weeks of receiving the returned Deliverable.

7.4 Intellectual Property Rights; Licenses.

(A) Ownership.

- (1) Title to the Deliverables will transfer to Google upon delivery.
- (2) Google owns any Developed IP.

- (3) Supplier assigns all right , title, and interest in the Developed IP, including Intellectual Property Rights, to Google. Supplier will procure the assignment to Google of all rights in the Developed IP not owned by Supplier. If applicable law prevents future assignments, Supplier will assign (or will procure the assignment of) such rights as they are created.
 - (4) If applicable law prevents Supplier from transferring ownership of any Developed IP to Google, Supplier grants to Google an irrevocable, exclusive, royalty-free, fully-paid, transferrable, worldwide license (with the right to sublicense), to the maximum extent permitted by law, to make, sell, offer for sale, import, export any component of, reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use or dispose of the Developed IP.
 - (5) If requested by Google, Supplier will timely perform all acts reasonably necessary to accomplish the assignments and other transactions specified in the Agreement.
 - (6) Supplier will not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Deliverables and Developed IP, and will ensure that Personnel and other third parties who have moral rights in the Deliverables and Developed IP will also not assert, and to the extent permitted by applicable law, will waive, those moral rights.
- (B) Supplier Background IP License. If Supplier includes any Supplier Background IP in any Deliverables, Supplier will describe such Background IP in writing, and Supplier grants to Google and its affiliates an irrevocable, non-exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense), to the maximum extent permitted by law, to make, sell, offer for sale, import, export any component of, reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use or dispose of the Supplier Background IP, in connection with the Deliverables and Developed IP.
- (C) Google Resources License.
- (1) License. If Google provides Supplier with any Google Background IP or Developed IP, software, equipment, tooling, or other materials in connection with the Agreement to provide Services (“**Google Resources**”), Google grants Supplier a limited, non-exclusive, non-transferable, royalty-free license (with the right to sublicense only to its subcontractors authorized by Google under Section 12.2 (Subcontracting)) to use those Google Resources solely for the purpose of, and only to the extent needed, for performing Services or making Deliverables for Google.
 - (2) Conditions. Supplier will be responsible for the use and protection of the Google Resources and will, at Google’s option, replace or reimburse Google for the replacement cost of any Google Resources lost or damaged before its return to Google.
 - (3) Return. Supplier will return the Google Resources to Google immediately after provision of all Deliverables and Services or any termination of the Agreement.

- (D) Background IP Limitations. Except for the license rights under this Section 7.4, neither party will own or acquire any right, title, or interest to the other party's Background IP under the Agreement.

8. **Representations and Warranties**.

- 8.1 Mutual. Each party represents and warrants that it has full power and authority to enter into and fulfill its obligations under the Agreement.

- 8.2 Supplier. Supplier represents and warrants that:

- (A) Specifications. The Products and Services will comply with their Specifications and will be of satisfactory quality and reasonably fit for any purpose made known to Supplier.
- (B) Products. Products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the Warranty Period.
- (C) Third Party Materials. The Products will not incorporate any third party's IP or any open source materials without Google's prior written approval of: (A) such incorporation; and (B) any applicable license terms.
- (D) Software. For software provided by Supplier, the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
- (E) Quality. Supplier's performance under the Agreement will be of professional quality and performed consistent with generally accepted industry standards.
- (F) License Rights; No Claims. Supplier (1) owns or has properly licensed all Products and Services provided by Supplier under the Agreement and Google will acquire good and clear title free and clear of all liens, claims, and encumbrances, (2) has and will retain all necessary rights to grant the licenses in the Agreement, and (3) has no knowledge of any unresolved claims, demands, or pending litigation alleging that the Products or Services infringe or misappropriate any Intellectual Property Rights of any third party.
- (G) No Breach of Third-Party Obligations. Supplier and Personnel's compliance with the Agreement will not breach any obligations they have to any third party.
- (H) Pass-Through. Supplier will, to the extent it is contractually permitted to do so, provide to Google the benefits of manufacturers' or suppliers' warranties and guarantees for material or equipment incorporated into the Products or Services, and will perform its responsibilities so that such warranties or guarantees remain in full effect.
- (I) Confidentiality. Supplier and Personnel will: (1) keep confidential the terms of the Agreement and all non-public and proprietary Google information, and will only use such information to provide Products and Services under the Agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to Google, if permitted by law; and (2) not use in providing Products or Services or disclose to Google any materials or documents of another party considered confidential or proprietary unless it has obtained

written authorization from that party and Google.

- (J) Insurance. Supplier will maintain: (1) insurance against general liability and property damage; (2) workers compensation insurance as required by law where Services will be provided, including employer's liability coverage; and (3) additional insurance limits and coverages as Google may require, depending on Services provided.
- (K) Compliance with Google's Procedures, Policies, and Code of Conduct. Supplier and Personnel will comply with: (1) all procedures and policies provided by Google (including Google's environmental, health, safety, and security procedures) and related management systems when performing Services at Google facilities; and (2) Google's Supplier Code of Conduct at <https://about.google/supplier-code-of-conduct/> (or such other URL as Google may specify).
- (L) Compliance with Laws. In connection with the Agreement, Supplier and Personnel will comply with all applicable laws and regulations, including those identified below and any other applicable anti-bribery laws, conflict minerals laws, employment laws, import/export laws, materials disposal laws, and Data Protection Laws. Supplier will use commercially reasonable and good faith efforts to comply with Google's due diligence process, including providing requested information.
 - (1) Anti-Bribery. Supplier will comply with all applicable commercial and public anti-bribery laws, including the U.S. 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. Supplier will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise required to perform. **"Government officials"** include any government employee, candidate for public office, and employee of government-owned or government-controlled companies, public international organizations, and political parties.
 - (2) Modern Slavery. Supplier will comply with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules. Supplier will take reasonable steps to ensure that no slavery, servitude, forced or compulsory labor, or human trafficking occurs in its provision of Services or supply chain.
 - (3) Conflict Minerals. Upon request, Supplier will provide a complete and accurate conflict mineral report detailing the source and chain of custody of conflict minerals (in a format that is at least as comprehensive as the EICC/GeSI reporting template) for each Product.

8.3 Data Protection. The parties intend that Supplier will not access Personal Information under this Agreement. However, if Supplier accesses Personal Information, then each party will comply with the applicable terms of the Information Protection Addendum at <https://business.safety.google/ipa> (or such other URL as Google may specify). **"Personal Information"** has the meaning given in the Information Protection Addendum.

8.4 Personnel.

- (A) Responsibility. Supplier is responsible for:
- (1) Personnel's acts and omissions;
 - (2) staffing, instructing, and managing Personnel performing Services;
 - (3) determining Personnel's compensation (i.e., any stated rates for Services provided are not wage rates);
 - (4) any income tax withholding applicable to Personnel; and
 - (5) all costs associated with terminating Personnel, including costs arising under applicable law, costs arising under an agreement between Supplier and Personnel, and any costs incurred by Google as a result of such termination.
- (B) Employment.
- (1) Unless Google expressly agrees otherwise in the Purchase Order, Supplier will only use W-2 employees (or the local equivalent under applicable law) to provide Services (including any subcontracted Services).
 - (2) Supplier and Personnel will not be entitled to any compensation, stock, options, or other rights or benefits provided to Google employees, waive any right to them, and promise never to claim them.
 - (3) Supplier will comply with all applicable employment and occupational health and safety laws and regulations, including those related to employment practices, wages, and worker classification (such as meal and rest break laws, wage notices, separation pay, and overtime laws).
- (C) No Transfer of Employment. Google and Supplier intend that the Transfer Law will not apply to Services or the Agreement.

9. **Defense and Indemnity.**

9.1 Obligations. Supplier will defend and indemnify Google, its affiliates, and their respective directors, officers, and employees against all settlement amounts approved by Supplier and any liabilities, damages, losses, costs, fees (including legal fees), and expenses in connection with any third-party claim or legal proceeding (including action by a government authority) to the extent arising from:

- (A) Supplier's breach of the Agreement;
- (B) Supplier's negligence, willful misconduct, fraud, misrepresentation, or violation of law;
- (C) any property damage, personal injury, or death related to (1) Supplier's performance under the Agreement or (2) use of a Product or Service;
- (D) any breach of Section 8.2(I) (Confidentiality) or 8.3 (Data Protection);
- (E) any allegation that use, possession, or sale of the Products or Services violates or infringes a third party's rights, including Intellectual Property Rights; or

- (F) any allegation by or on behalf of Personnel, including that Personnel are entitled to employee compensation, benefits, Transfer Law rights, or other rights or that is premised on Google or its affiliates jointly or otherwise employing Personnel.
- 9.2 Remedies. If an injunction preventing continued use of any Products or Services is threatened or granted, Supplier will do the following at its sole expense:
- (A) procure the right to continue providing the Products or Services in compliance with the Agreement;
 - (B) modify the Products or Services to make them non-infringing without materially reducing their functionality; or
 - (C) replace the Products or Services with a non-infringing, functionally-equivalent alternative.
- 9.3 Control of Defense. Google will tender sole control of the indemnified portion of the legal proceeding to Supplier, but:
- (A) Google has the right to approve controlling counsel, such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest);
 - (B) Google may appoint its own non-controlling counsel; and
 - (C) any settlement requiring Google to admit liability, pay money, or take (or refrain from taking) any action, will require Google's prior written consent.
10. **Limitations of Liability.**
- 10.1 Liability. IN SECTION 10, "**LIABILITY**" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES).
- 10.2 Limitations. SUBJECT TO SECTION 10.3 (EXCEPTIONS TO LIMITATIONS):
- (A) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT FOR:
 - (1) THE OTHER PARTY'S LOST REVENUES OR PROFITS;
 - (2) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES; OR
 - (3) EXEMPLARY OR PUNITIVE DAMAGES; AND
 - (B) EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY GOOGLE TO SUPPLIER UNDER THE AGREEMENT.
- 10.3 Exceptions to Limitations. THE AGREEMENT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR:
- (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS PERSONNEL;

- (B) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (C) BREACH OF SECTION 8.2(I) (CONFIDENTIALITY) OR 8.3 (DATA PROTECTION);
- (D) ITS OBLIGATIONS UNDER SECTION 9 (DEFENSE AND INDEMNITY);
- (E) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR
- (F) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. **Termination.**

11.1 **Termination for Breach.** Either party may terminate the Agreement:

- (A) immediately for breach of Section 8.2(I) (Confidentiality) or 8.3 (Data Protection); and
- (B) upon written notice if the other party materially breaches any other provisions of the Agreement and fails to remedy that breach within 30 days after written notice.

11.2 **Termination for Legal Cause.** Either party may immediately suspend performance or terminate the Agreement if an applicable law or an applicable government or court order prohibits such performance.

11.3 **Termination for Convenience.** Google may terminate the Agreement for convenience on written notice to Supplier at no cost to Google, except that Supplier may invoice Google for any Services and Products not yet invoiced at a pro-rated price based on the percentage of work completed before the termination date.

11.4 **Effects of Termination.** Termination of the Agreement cancels the Purchase Order and terminates all licenses that Google granted under the Agreement. Immediately on the date of termination, Supplier will stop work on the Purchase Order and will deliver all Deliverables (including work product in progress) to Google.

11.5 **Survival.** Supplier's obligation to deliver non-cancelled Product and Sections 1, 4.1(B), 4.2, 5, 6, 7.4(A), 7.4(B), 7.4(C)(2), 7.4(C)(3), 7.4(D), 8, 9, 10, 11.4, 11.5, and 12 will survive any termination of the Agreement.

12. **General.**

12.1 **Records.** Supplier will maintain complete and accurate records relating to the Agreement. Google may examine the Deliverables at any time. From the effective date of the Purchase Order until one year after the date of delivery of all Products and completion of all Services, Google or its third-party auditor may audit Supplier's relevant records to confirm compliance with the Agreement. Supplier will promptly notify Google and provide Google with reasonably-requested information if a government authority audits Supplier's business related to the Products or Services.

12.2 **Subcontracting.** Supplier may not delegate or subcontract any of its obligations under the Agreement without Google's written consent. Supplier will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors. Supplier will perform Anti-Bribery Due Diligence on any subcontractors in an effort to make sure they

will act in compliance with applicable Anti-Bribery laws.

- 12.3 Background Checks. Supplier will perform sufficient background checks to ensure that Personnel are not restricted from performing Services by an applicable government authority.
- 12.4 Assignment. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without Google's written consent, and any attempt to do so is void. Google may assign or transfer any of its rights or obligations under this Agreement to an affiliate.
- 12.5 Change of Control. If Supplier experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), Supplier will give written notice to Google within 30 days after the change of control.
- 12.6 Governing Law; Arbitration.
- (A) ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) (THE "**DISPUTE**") WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES. THIS SECTION 12.6 (GOVERNING LAW) IS NOT INTENDED TO CREATE ANY CALIFORNIA STATUTORY OR COMMON LAW RIGHTS FOR ANY PERSONNEL WORKING OUTSIDE CALIFORNIA.
 - (B) 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, 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 this Agreement ("**Rules**").
 - (C) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
 - (D) The arbitrator may not decide by equity.
 - (E) Subject to the confidentiality requirements in Subsection (G), 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 (E).
 - (F) 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.
 - (G) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. In addition to the disclosure rights in this Agreement's confidentiality section, the parties may disclose the information described in this Subsection (G) to a

competent court as may be necessary to file any order under Subsection (E) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted *in camera* (in private).

- (H) 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.
 - (I) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.
- 12.7 No Agency. The Agreement does not create any agency, partnership, joint venture, or employment relationship.
 - 12.8 Notices. All notices must be in Spanish, English or Portuguese, as applicable, in writing. Notices of breach or termination must be 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 addressed to the other party's primary contact. Notice can be by email and will be treated as given on receipt, as confirmed by written by electronic means. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic records.
 - 12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
 - 12.10 No Waiver. A party's delay or omission in exercising any right under this Agreement will not be treated as a waiver of that right. To be effective, a waiver must expressly state the right being waived under this Agreement and be signed by the waiving party.
 - 12.11 No Third-Party Beneficiaries. The Agreement does not confer any benefits on any third party.
 - 12.12 Entire Agreement; Modification. The Agreement states all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any amendment must be in writing, signed by both parties, and expressly state that it is amending the Agreement. In entering into the Agreement, the parties have relied solely on the express statements in this Agreement. Neither party has relied on, and neither party will have any right or remedy based on, any other statement, representation, or warranty (whether made negligently or innocently).
 - 12.13 No Publicity. Supplier may not make any public statement regarding this Agreement without Google's written approval.