

**Exhibit F**  
**Product Passthrough Terms – Google Chrome for Work Assist**

Customer has entered into certain written agreement (the “Agreement”) pursuant to which Customer has purchased the right to access and use the Product.

**1. The Product: Technical Support Services (TSS)**

**1.1 Purchase and Support.**

(a) **Provision of the TSS.** These Product Passthrough Terms, and the corresponding Agreement under which Customer purchased the TSS governs Customer's access to and use of the TSS. Subject to these Product Passthrough Terms, the Agreement, and the applicable Order Form, and in consideration of Customer's payment of all Fees, Upon Provider's receipt and acceptance of an Order Form, Provider will provide Customer with the TSS in accordance with the Order Form and the Technical Support Services Guidelines.

(b) **No Hardware or Software Supplied under these Product Passthrough Terms.** For clarity, these Product Passthrough Terms do not cover the purchase, replacement or updating of any hardware or software.

(c) **Payment.** Customer will pay Distributor for the TSS. As a result, all payment terms are to be decided upon between Customer and Provider.

**1.2 Customer Domain Name Ownership.** Provider may verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Provider may provide Customer with a domain or sub-domain in connection with these Product Passthrough Terms. If Provider provides Customer a domain or sub-domain in connection with these Product Passthrough Terms, such domain or sub-domain may only be used by Customer for purposes of accessing the TSS under the Agreement and these Product Passthrough Terms.

**2. Customer Obligations**

**2.1 Compliance.** Customer and its users will comply with the URL Terms, as applicable, and as updated from time to time. New features or functionality of the TSS may be made available, which may be subject to additional terms.

**2.2 Customer Administration of the TSS.** Customer may specify one or more Administrators to administer the TSS on Customer's behalf. Customer will not: (a) sell, resell, or lease (or the functional equivalent) the TSS to a third party; (b) attempt to reverse engineer the TSS or any of its components; or (c) attempt to create a substitute or similar service through use of, or access to, the TSS.

**2.3 Third Party Requests.** Customer is responsible for responding to Third Party Requests. Customer will use commercially reasonable efforts to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

**3. Confidential Obligations.** The recipient will not disclose Confidential Information, except to its affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise recipient's rights and fulfill recipient's obligations under these Product Passthrough Terms, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

**4. Intellectual Property Rights; Brand Features**

**4.1 Intellectual Property Rights.** Except as expressly set forth herein, these Product Passthrough Terms do not grant either party any rights, implied or otherwise, under the other party's intellectual Property Rights. As between the parties, Provider owns all Intellectual Property Rights in the TSS.

**4.2 Display of Brand Features.** Neither party will use the other party's Brand Features except as set forth in these Product Passthrough Terms, unless the other party provides prior written consent. Subject to Section 4.3 (Brand Features Limitation), Provider may (a) include Customer's name and Customer's Brand Features in a list of Provider customers, either online or in promotional materials; and (b) orally reference Customer as a customer of the TSS.



**4.3 Brand Features Limitations.** The use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features under these Product Passthrough Terms with written notice to the other and a reasonable period to stop the use.

**5. Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE TSS.

## **6. Term and Termination**

**6.1 Agreement Term.** These Product Passthrough Terms will be in effect for the Term set forth on the Order Form, unless terminated in accordance with this Section 7. These Product Passthrough Terms are renewable for SKUs listed on the Order Form for successive renewal Term(s), provided the parties mutually agree in writing to renew and enter into a new Order Form prior to the end of the then-current Term.

**6.2 Termination for Breach.** Provider may suspend performance or terminate this Agreement if: (a) the Customer is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; or (b) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) Customer is in material breach of these Product Passthrough Terms more than two times, notwithstanding any cure of such breaches.

**6.3 Effects of Termination; Survival.** Upon expiration or termination of these Product Passthrough Terms the rights granted by one party to the other will cease immediately. The following Sections will survive expiration or termination of these Product Passthrough Terms: Sections 2.3, 3, 4.1, 5, 6.3, 7, 8 and 9. A

## **7. Limitation of Liability**

**7.1 LIABILITY.** IN THIS SECTION 7, "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

**7.2 LIMITATIONS.** SUBJECT TO SECTION 7.3 (EXCEPTIONS TO LIMITATIONS):

(A) NEITHER PARTY (NOR ITS LICENSORS OR SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THESE PRODUCT PASSTHROUGH TERMS FOR:

(I) THE OTHER PARTY'S LOST PROFITS (WHETHER DIRECT OR INDIRECT);

(II) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR

(III) EXEMPLARY OR PUNITIVE DAMAGES; AND

(B) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE PRODUCT PASSTHROUGH TERMS IS LIMITED TO FIVE THOUSAND USD (\$5,0000).

**7.3 EXCEPTIONS TO LIMITATIONS.** NOTHING IN THESE PRODUCT PASSTHROUGH TERMS EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:

(A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;

(B) FRAUD OR FRAUDULENT MISREPRESENTATION;

(C) BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION);

(D) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS;

(E) PAYMENT OF THE FEES AND APPLICABLE TAXES; OR



(F) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 8. Miscellaneous

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

8.2 **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Product Passthrough Terms.

8.3 **No Agency.** These Product Passthrough Terms does not create any agency, partnership, or joint venture between the parties.

8.4 **No Third Party Beneficiaries.** These Product Passthrough Terms does not confer any benefits on any third party unless it expressly states that it does.

8.5 **Equitable Relief.** Nothing in these Product Passthrough Terms will limit either party's ability to seek equitable relief.

8.6 **Counterparts.** The parties may enter into these Product Passthrough Terms in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

8.7 **Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending these Product Passthrough Terms.

8.8 **Entire Agreement.** These Product Passthrough Terms sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Product Passthrough Terms 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 set out in these Product Passthrough Terms. The URL Terms are incorporated by this reference.

8.9 **Severability.** If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

8.10 **Interpretation of Conflicting Terms.** If there is a conflict between any term of these Passthrough Terms, the Agreement and a term of an Order Form or the URL Terms, the following order of precedence will control: the Passthrough Terms, Order Form, the Agreement, and the URL Terms.

8.12 **Governing Law.** ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCT OR SERVICE 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.

## 9. Definitions

**"Administrators"** mean the Customer-designated technical personnel who access the TSS on Customer's behalf.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party, where "control" means the ownership of, or the power to vote, at least twenty percent (20%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of these Product Passthrough Terms.

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

**"Confidential Information"** means information that one party (or an Affiliate) discloses to the other party under these Product Passthrough Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.



**"Fees"** means the amounts invoiced to Customer for the TSS.

**"Help Center"** means the Provider help center accessible at <http://support.google.com/chrome>, or other such URL as Provider may provide.

**"Intellectual Property Rights"** means all current and future copyright, moral rights, patent rights, trade marks, database rights, rights relating to Confidential Information (including trade secrets) and any other intellectual property rights (registered or unregistered) throughout the world.

**"Order Form"** means the written or online order document indicating that Customer has signed up for the TSS, describing the following, including but not limited to: the SKU ordered; Fees; and quantity, that is submitted to Provider on Customer's behalf. Each Order Form is subject to the terms of these Product Passthrough Terms and the terms of the Agreement.

**"Provider"** means the third party provider of the TSS.

**"Taxes"** means any duties, customs fees, or taxes (other than Google's income tax) associated with the purchase of the TSS, including any related penalties or interest.

**"Term"** means the period of time specified on the Order Form during which Google will provide TSS.

**"Third Party Request"** means a request from a third party for records relating to Customer's or Customer's personnel's use of the TSS. Third Party Requests include lawful search warrants, court orders, subpoenas, other valid legal orders, or a Customer's or an end user's written consent permitting the disclosure of records relating to such end user's use of the TSS.

**"TSS"** means the technical support services/Product specified in the Order Form.

**"TSS Guidelines"** means Google's then-current TSS guidelines for the TSS, available at <https://www.google.com/chrome/terms/chrome-for-work-assist/index.html>, or such other URL as Google may provide.

**"URL Terms"** means the Google Chrome Terms of Service available at [http://www.google.com/chrome/intl/en\\_US/eula\\_text.html](http://www.google.com/chrome/intl/en_US/eula_text.html), or such other URL as Google may provide; the Google Chrome Privacy Notice located at <https://www.google.com/intl/en/chrome/browser/privacy/>, or such other URL as Google may provide; and the TSS Guidelines.

