



## Service Agreement for Provision of G Suite Access (for legal entities and sole traders)

This agreement (hereinafter the “Agreement”) constitutes a part of the User Agreement (hereinafter the “Contract”). Terms written with a capital letter that are used, but not defined in this Agreement, shall carry the same meaning as defined in the Contract.

### Terms and Abbreviations

**Google** — Google Inc. and its affiliate entities, both collectively and individually. Google Inc. affiliate entities include, but not limited to, Google LLC, Google Ireland Limited, Google Asia Pacific Pte. Ltd., Google Australia Pty Ltd., Google Cloud India Private Limited, Google India Pvt Limited, Google Cloud Japan G.K., and Google Cloud Brasil Computação e Serviço de Dados Ltda.

**Google Services** — services provided by Google to Customer. The designated list of services can be found on Google’s official site at <https://gsuite.google.com/index.html>.

**Google Agreement** — the agreement between Google and Customer, which regulates the terms and conditions of Customer’s use of Google Services, including, but not limited to, the Terms of Service published by Google at [https://gsuite.google.com/intl/en/terms/reseller\\_premier\\_terms.html](https://gsuite.google.com/intl/en/terms/reseller_premier_terms.html)

**Management Console** — the electronic account management system for Google Service users, to which Executor provides Customer access during the provision of Services under the Agreement and with which Customer may activate and delete user accounts within the account limits agreed upon by the Parties in the Contract and relevant Agreements thereof.

**User Account** — an account enabling an individual to use Google Services. User Accounts are activated (created) and deleted by Customer in the Management Console.

**Admin Account** — an administrator account, which either Google provides Customer or Customer provides Executor in order to manage Google Services. A password provided by Google to Customer or Executor is required to manage such account.

**Personally Identifiable Information** — information, including, but not limited to, full name, contact information (including, but not limited to, e-mail address, mailing address, and phone number), government identification number, financial accounts, bank card information, transaction information, credit history, biometric information, IP address, network and hardware identifiers, protected health information, geolocation, and any other personal data regarding Customer or the Service end user.

**Client Data** — any data received by Executor from Customer or their affiliate entities, employees or representatives during the provision of Services under the Agreement, including Personally Identifiable Information, end user passwords, and any account information pertaining to Customer’s Admin Account.

**SLA** — the Google Services service level agreement, as defined in Google Agreements.

**Services** – the services outlined in par. 1.1 of this Agreement.

### 1. Service Description



**1.1.** Customer transfers to Executor and Executor takes on obligations to provide them access to Google Services for a fee, and Customer shall accept and pay for Executor's Services pursuant to this Agreement.

**1.2.** Name, effective period, and maximum number of Google Service User Accounts shall be displayed in the bill issued by Executor as outlined in p. 2.7 of this Agreement.

## **2. Provision of Service**

**2.1.** In regards to the provision of access to Google Services, Executor, Customer, and Google are independent signatories to the Agreement.

**2.2.** Customer confirms that they have read and agree to fulfil the terms of Google Agreements, which govern the relationship between Google and Customer during the use of Google Services.

**2.3.** Executor provides Customer Google registration forms to be completed, which are necessary for the provision of Services and Customer's further use of Google Services. Customer shall complete and submit such forms to Executor. Customer consents to Executor's transfer of Customer's completed registration forms to Google.

**2.4.** Within fourteen (14) business days of receiving appropriately completed registration forms, as established in p. 2.3 of this Agreement, and full payment for Services, Executor shall transfer said completed registration forms to Google. Services shall commence upon the granting of access to Google Services. Initial access to Google Services is provided in accordance with the effective Google Agreements by transferring activation access keys and/or other electronic information and materials required for Customer to access Google Services and the Admin Console to Customer.

**2.5.** If Customer fails to submit an appropriately completed registration form within three (3) business days of submitting a request to receive access to Google Services and during such time, Executor's tariffs for Services provided under the Agreement and Google's tariffs for Google Services have increased, Executor is entitled to unilaterally change Service costs by notifying Customer in writing.

**2.6.** The access period for Google Services corresponds to Executor's bill and may be one calendar year or calendar month. In consideration thereof:

**2.6.1.** When access to Google Services is provided on a yearly basis, each effective period for Google Services commences the day Executor provides Customer Services pursuant to p. 2.4 of this Agreement.

**2.6.2.** When access to Google Services is provided on a monthly basis, each effective period for Google Services shall start on the first and end on the last day of the effective calendar month for which Google Services are paid. If initial access to Google Services is provided before the first day of a complete calendar month, payment shall be due for the time Google Services are used prior to such full calendar month at a prorated amount proportional to the number of days in such period.

**2.6.3.** If the Agreement is terminated in respect to the provision of Services prior to the expiration of the Service term paid by Customer to Executor, no refund shall be issued.

**2.7.** Executor shall provide Services under the Agreement for the effective term of the Agreement, starting when Customer is provided access to Google Services pursuant to p. 2.4 of the Agreement, provided that Customer independently prepays the Service costs in the Control Panel under Customer's Account (<https://my.selectel.ru/>) pursuant to the relevant issued bill.

**2.8.** Customer is entitled to access Google Services only in the course of their business activities and may not fully or in part transfer Google Service access to third parties, including as part of other services provided to third parties by Customer.

**2.9.** For each effective paid period provided for in the relevant bill, Customer may use the Google Service observing the restrictions set on the maximum number of User Accounts shown in the relevant period bill. If Customer wishes to change the maximum number of User Accounts available during the effective term of this Agreement, Customer shall notify Executor of such increase/decrease, and Executor shall reflect such changes in bills issued under p. 3.2 of this Agreement.

**2.10.** If Customer fails to perform their payment obligations, Executor may unilaterally terminate this Agreement. In this case, access to Google Services shall be suspended and Customer's data, stored by Customer while using Google Services, shall be irreversibly deleted by Google. Executor shall not be liable for any lost data caused by the aforementioned deletion of data by Google.

### **3. Service Cost. Delivery and Acceptance of the Services**

**3.1.** Service costs are determined in accordance with tariffs published on Executor's official site at <https://selectel.ru/services/cloud-apps/gsuite/>. Prices are shown in rubles and include VAT (18%).

**3.2.** To increase/decrease the maximum number of User Accounts during the effective term of the relevant Google Service:

**3.2.1.** If Customer submits a request to increase the number of User Accounts, Customer shall pay a bill for additional User Accounts, where the cost of such additional User Accounts is prorated for the number of days in the effective period of the Google Service, to which the increased number of User Accounts applies.

**3.2.2.** If Customer submits a request to decrease the number of User Accounts, Executor shall apply the cost decrease for Executor's Services to all bills issued by Executor after processing such Customer request. Requests to decrease the number of User Accounts are processed by Executor no later than within two (2) business days. The amount paid by Customer for Executor's Services at the time such request to decrease the number of User Accounts shall not be refunded to Customer. Prior to submitting such request to decrease the number of User Accounts, Customer shall delete such User Accounts in the Management Console so that the remaining number of User Accounts corresponds to the changes requested by Customer.

**3.2.3.** If Executor receives Customer's notification regarding an increase in the number of User Accounts for the effective period of the Google Service, which has already been paid by Customer, Executor shall issue a bill for the additional User Accounts for such effective period of the Google Service.

**3.3.** If Customer pays in advance for multiple months of Google Service access on a monthly basis and the tariff changes, Executor shall inform Customer of such changes 10 calendar days in advance and issue a bill for the price difference.

**3.4.** Customer's obligation to pay for Executor's Services shall be considered fulfilled the day funds are received in Executor's settlement account.

**3.5.** Upon Customer's request, Executor shall provide an invoice and report on services performed or UTD (unified transfer document) no later than five (5) business days after the end of the billing period. Under this Agreement, the term billing period shall be understood as one (1) calendar month/year. Executor shall provide a signed and stamped copy of the invoice and report of services performed at <https://my.selectel.ru/balance/documents>.

**3.6.** Services provided under each relevant bill shall be considered fully provided by Executor and approved by Customer the day such relevant Report on Services Provided for the billing month is upload to the Control Panel for such Account (<https://my.selectel.ru/>), or if Customer does not make such request, upon the expiration of such term provided in point 3.5 of the Agreement.

### **4. Party Liabilities**

**4.1.** Executor is not liable for the functionality of Google Services. Customer assumes the risk of Google Services satisfying their requirements and demands. Executor shall not be liable for any damages arising from the improper use or inability to use Google Services as caused by Customer or Google.

**4.2.** Executor shall not be liable to Customer under this Agreement for: loss of earnings; loss of real or expected profits; loss of business; dissolution of contracts; damage to reputation; loss of anticipated savings; or loss, damage, or corruption of data. Executor's maximum liability to Executor for failure to comply with the terms and conditions of this Agreement shall not exceed 20% the amount paid to Executor by Customer for the billing period, during which the circumstances serving as the basis for holding Executor liable occurred.

**4.3.** If either Party fails to fulfil and/or improperly fulfils their obligations under this Agreement, the other Party shall be entitled to demand indemnification exclusively in the amount of any actual damages. Customer is liable for ensuring the confidentiality of information hosted, transferred, or processed through Google Services.

**4.3.1.** Customer confirms that it has received the required permissions, acceptances, and consents from all Google Service end users, including, but not limited to: personal data processing consent,



acceptance of Google Agreements, and acceptance of any other conditions or agreements required for the provision of services and access to Google Services.

4.4. Customer may address Executor for any compensation due under the SLA.

4.5. Customer may receive technical support pursuant to Google Agreements.

## 5. Marketing Activities

5.1. Customer hereby permits Executor to develop and publish press releases and success stories (hereinafter "Marketing Materials"), containing information relevant to the execution and performance of this Agreement, as well as any other information required for describing the features and benefits of the Services provided for Customer under this Agreement. Marketing Materials are subject to Customer's approval prior to their publication. The development, execution, and publication of Marketing Materials shall be performed at Executor's expense.

5.2. Customer hereby may participate in the following events at their own discretion, upon Executor's request, and within the timeframes approved by the Parties:

- presentations given by Customer's representative(s) as part of Executor's seminar/conference.

The presentation date, topic, and content, as well as speaker, are to be agreed upon by the Parties separately.

- spoken reviews given to any of Executor's agents regarding Executor's Services provided for under this Agreement as part of a meeting or teleconference hosted by Executor. The date, time, and visit or participation in such teleconferences are to be agreed upon by the Parties separately.

5.3. Customer hereby grants Executor the non-exclusive right to use Customer's trademarks, logos, and company name, as well as Client Data, in Executor's various marketing activities in order to identify Customer as Executor's client.

## 6. Confidentiality

6.1. In performance of this Agreement, Executor shall provide Google all information concerning Customer required for the provision of Services.

## 7. Agreement Effective Term

7.1. This Agreement comes into effect as soon as it is executed by Customer and shall remain in effect until it is terminated pursuant to the terms and conditions of the Contract and effective legislation of the Russian Federation.

7.2. Parties may terminate the Agreement as follows:

- by Customer by providing Executor advanced written notice no later than forty-five (45) calendar days before the proposed termination;

- in the event of a material breach of the Agreement or Contract by either Party, and such violation remains unresolved thirty (30) days after notification of such violation has been received by violating Party (violations pertaining to payment terms are subject to resolution within ten (10) days);

- in the event either Party initiates a market exit, liquidation, or filing for bankruptcy;

- immediately by Executor in the event of the termination of Google Agreements between Customer and Google for any purpose, or in the event of a violation of Customer of such Google Agreements;

- Immediately by Executor if Customer refuses to change the conditions of this Agreement in accordance with Google's demands, provided such changes are necessary to resolve any conflicts between the Agreement and Google Agreements between Customer and Google.

## 8. Final Clauses

8.1. All amendments and modifications to this Agreement shall be legally binding only if they are performed in writing and in accordance with the procedure established by effective Russian legislation.

## 9. Audits and Bookkeeping



**9.1.** Customer agrees that Google is entitled to perform an audit, during which Executor may provide Google additional information regarding Customer, transactions and settlements between Customer and Executor, and any other information as it pertains to the Services and granting of access to Google Services.

**10. Specific Conditions**

**10.1.** Executor is entitled to modify the conditions to the provision of Services under this Agreement at their own discretion or upon Google's request, including in relation to pricing, terms, date of Service activation, the issuing of bills and invoices, decreasing order volume, and cancellation requests.