This Service Schedule (the “Schedule”), between Sherweb Inc. (“Provider”) and You, the entity purchasing the G-Suite Products (“Service”), as identified as part of the subscription process for the Service (“You” or “Your”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable (“MSA”), by and between Provider and You.

This Schedule includes the terms and conditions governing the Service purchased by You under the MSA. By accepting this Schedule between You and Provider - by checking the "I have read and accept the Terms and Conditions" box or any similar box when completing the Account creation, by logging in on Provider administrative web Portal, or by placing an order for the Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definitions apply:

“Google” means Google LLC, a Delaware corporation with offices at 1600, Amphitheatre Parkway, Mountain View, California 94043.

“Google SLA” means the SLA or Service Level Agreement as defined in the Google TOS.

“Google TOS” means the latest version of the Google terms of service that govern use of the Services and that must be entered into directly between You and Google as further set forth in Section 1 below.

Public Sector Entity” means a public sector organization or a federal, state, provincial, or local government entity (or representatives of such entity) in any jurisdiction but excludes any: (i) non-profit entities (as defined under Applicable Law), and (ii) educational institutions providing legitimate educational or instructional services.

1. Subscription Plans

1.1. Annual Plan – Monthly Payment. If You select G Suite Annual Plan paid monthly, You commit to purchasing the Service for a full year. If You cancel your subscription before the annual contract is over, You’re still responsible for the full value of the annual commitment. Provider will charge your account an amount equal to the remaining balance. You may add licences at any point during the annual Subscription Term, but You may not remove licences during the annual Subscription Term. At the end of the annual Subscription Term, Your subscription will automatically renew for another year and You will be invoiced under the same terms and conditions, unless You advise Provider in writing of Your intent not to renew Your subscription at least fifteen (15) days prior to the end of Your Subscription Term.

1.2. Annual Plan – Yearly Payment. If You select G Suite Annual Plan paid yearly, You shall pay the applicable Fees in advance for the full year. Should You add licences at any point during the annual Subscription Term, such additional licences will be added to the existing pre-paid year at a prorated amount and for a prorated term. You may not remove licences during the annual Subscription Term. If You terminate the Services, in whole or in part, during the annual Subscription Term, no refunds will be issued. At the end of the annual Subscription Term, Your subscription will automatically renew for another year and You will be invoiced in advance for the full year under the same terms and conditions, unless You advise Provider in writing of Your intent not to renew Your subscription at least fifteen (15) days prior to the end of Your subscription term.

2. Service Availability Warranty. Provider does not make any service level commitments in connection with the Services and the terms “Service Availability Warranty” or “Service Level Agreement” as such terms are used in the MSA or any other agreement between You and Provider, refer to the Google SLA and You shall refer to the Google SLA for any details relating to the service level
commitments made by Google in connection with the Services. In the event Google fails to comply with the Google SLA, You will only be eligible to receive those remedies set out under the Google TOS and You must request such remedies directly from Provider.

3. **Limitation of Liability.** You acknowledge and agree that: (i) the obligations and liabilities of Provider are limited at all times by the terms of the Agreement and the scope of the Services provided by Provider under the Agreement; (ii) Provider is not responsible for the Services provided to You under the Google TOS and for Google’s compliance with the terms and conditions of the Google TOS; (iii) Google has the right to disable or terminate the Services for legal or regulatory reasons, or as per the terms and conditions outlined in the Google TOS. In the event of such a disablement or termination by Google, You will not have any claim against Provider for damages or lost profits resulting from any such disablement or termination and Provider will be entitled to invoice You for the Services that the You ordered prior to any such disablement or termination.

4. **Independent Contractors.** Provider, Google and You are independent contractors with respect to the resale of the Services.

5. **Terms and Conditions applicable to Direct Customers only.** If You purchase the Services directly from Provider as a Customer under the Master Service Agreement, the terms and conditions of this Section 5 apply.

5.1. **Google TOS.** By subscribing to the Service, You (i) acknowledge and agree that the Service is licensed to You by Google and that Provider’s ability to provide Service to You is contingent upon Your acceptance and continued compliance with certain Google terms and conditions, including the Google TOS. Prior to accessing or using the Services, You must accept the Google TOS either (a) via acceptance when presented by Google online, or (b) by written agreement between You and Google offline. If Google updates the Google TOS, You must accept the updated version of the Google TOS upon Your subscription renewal to the Services, or upon the purchase of any new subscription to the Services. If You do not accept the terms of the Google TOS, You may not subscribe to, access or use the Service.

5.2. **Public Sector Organizations.** The Services are strictly reserved to non-governmental organizations. You hereby represent and warrant that You are not a Public Sector Entity.

6. **Terms applicable to Resellers and Distributors.** If You purchase the Services for Your Customers as a Reseller or Distributor under the Partner Master Service Agreement (“PMSA”), the terms and conditions of this Section 6 apply.

6.1. **Google TOS.** By purchasing the Service, You (i) acknowledge and agree that the Service is licensed to Your Customer by Google and that Provider’s ability to provide Service to Your Customer is contingent upon Your Customer’s acceptance and continued compliance with certain Google terms and conditions, including the Google TOS. Each of Your Customers must accept the Google TOS prior accessing or using the Service. Your Customers must accept the Google TOS either (a) via acceptance when presented by Google online, or (b) by written agreement between Your Customer and Google offline. If Google updates the Google TOS, Your Customers must accept the updated version of the Google TOS upon the subscription renewal to the Services, or upon the purchase of any new subscription to the Services. If Your Customer does not accept the terms of the Google TOS, You may not purchase Services from Provider and Your Customer won’t be able to access or use the Service.

6.2. **Public Sector Organizations.** The Services are strictly reserved to non-governmental organizations. Therefore, You are not entitled to resell or distribute Google Products to a Public Sector Entity. You are solely responsible to ensure that Your Customers are not Public Sector Entities.