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Google Cloud Addendum

This Addendum ("<u>Addendum</u>") is incorporated by reference into the attached agreement under which Google has agreed to provide Google Cloud Platform to Customer (as applicable, the "<u>Agreement</u>"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Agreement. This Addendum will be effective from the Effective Date ("Addendum Effective Date").

1. Definitions.

- 1.1. "Commitment Period" means a designated period of time defined in this Addendum with a corresponding Minimum Commitment.
- 1.2. "Google Cloud Marketplace Services" means the third-party services and software made available for Customer to purchase from Google at https://console.cloud.google.com/marketplace/.
- 1.3. "Implementation Date" means a Google-selected date that is no later than 5 business days after the Addendum Effective Date.
- 1.4. "Marketplace Commitment Drawdown Rate" means the percentage rate for the applicable Google Cloud Marketplace Service provided at https://cloud.google.com/marketplace/docs/commit-drawdown.
- 1.5. "Minimum Commitment" means a minimum amount, net of any credits, discounts, and Taxes, that Customer will pay to Google for fees incurred during a corresponding Commitment Period for Google Cloud Platform Services and TSS (GCP Technical Support Services).
- 1.6. "Other Eligible Services" means services (i) listed at https://cloud.google.com/skus/other as of the Addendum Effective Date or added to that website during the Commitment Period(s) (for new orders after a corresponding new service is added) and (ii) ordered via a signed order form directly from Google or a Google Affiliate.

2. Commitment.

| Commitment Period | Commitment Period Duration | Minimum Commitment |
|---------------------|--|-----------------------|
| Commitment Period 1 | The period starting on the Implementation Date and continuing for 12 months. | USD 60,000.00 |

- 2.1. All amounts referenced in this Addendum as paid or payable by Customer are net of Taxes. Each Minimum Commitment obligation will survive if the Agreement terminates for any reason other than Google's uncured material breach. Google may not terminate the Agreement for convenience or exercise any option not to renew the Agreement during a Commitment Period.
- 2.2. Other Eligible Services. Amounts Customer pays Google (or a Google Affiliate) for Other Eligible Services that are billed during the applicable Commitment Period will count toward Customer's Minimum Commitment obligation. Customer's use of Other Eligible Services is

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subject to the applicable terms between Google (or a Google Affiliate) and Customer for those Other Eligible Services.

- 2.3. Google Cloud Marketplace Services. Amounts Customer pays Google for fees incurred during the applicable Commitment Period for Google Cloud Marketplace Services that are deployed on Google Cloud Platform will count toward up to one-half of Customer's corresponding Minimum Commitment obligation. The percentage of fees paid for a Google Cloud Marketplace Service that may count toward Customer's Minimum Commitment obligation will equal the Marketplace Commitment Drawdown Rate in effect for the service as of the date Customer procures or renews that service. Customer's use of Google Cloud Marketplace Services is subject to the applicable terms of service.
- 3. <u>Currency Conversion</u>. When charging in non-USD currency, Google will convert USD-denominated prices into applicable currency according to market conversion rates published by leading financial institutions from time to time.
- 4. Minimum Commitment True Up Payment. At the end of the Commitment Period or upon earlier termination for any reason other than Google's uncured material breach, if Customer has not satisfied its Minimum Commitment for the Commitment Period, Google will bill Customer in accordance with the Agreement's Payment Terms section for the difference between (a) the Minimum Commitment for the Commitment Period and (b) the sum of the Fees incurred by Customer for Google Cloud Platform Services and TSS during the Commitment Period and any eligible amounts of Google Cloud Marketplace Services and Other Eligible Services for the Commitment Period.
- 5. <u>Miscellaneous</u>. All other terms of the Agreement remain unchanged and in full force and effect. If the Agreement and the Addendum conflict, the Addendum will govern. The Definitions, Commitment, and Minimum Commitment True Up Payment sections will survive expiration or termination of the Agreement. This Addendum is subject to the Governing Law section in the Agreement.

Signed by the parties' authorized representatives.

| GOOGLE: | Google Cloud EMEA Ltd | CUSTOMER: | Crown Prosecution Services |
|---------|---|-----------|-------------------------------------|
| Ву: | Patrick Joseph Dwyer | Ву: | Jennifer Clark |
| Name: | Patrick Joseph Dwyer | Name: | Dennifer Clark |
| Title: | м. <mark>Akdogan For, Р.Ј. Dwyer (Dir)</mark> | Title: | Head of Digital Commercial Category |
| Date: | 12/22/2023 | Date: | 12/22/2023 |

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