

Authorized Subreseller Minimum Terms

1. **Deceptive Trade Practices.** Authorized Subreseller will not: (a) engage in illegal or deceptive trade practices or any other behavior prohibited by this Agreement; (b) solicit, accept, or maintain any Customer or End User of the Services who engages in Section 1(a) above; (c) make any unauthorized, false, misleading, or illegal statements in connection with this Agreement or regarding the Services, or represent itself, or act as, an agent or representative of Google.
2. **Compliance with Laws.** Authorized Subreseller will comply with, and will not attempt to cause a violation of, all applicable laws, rules and regulations, specifically including Export Control Laws, Anti-Bribery laws, and all laws and regulations applicable to Customer data. Furthermore, Authorized Subreseller will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.
3. **Disclaimer.** Authorized Subreseller will not enter into any Customer Agreement or otherwise purport to act on behalf of Google (as an agent, partner or otherwise) in assuming any liability on behalf of Google, or make any representations or warranties on behalf of Google related to the Services. Any applicable Services warranties shall solely be as communicated by Google to Customer under the Google TOS.
4. **Inconsistent Representation or Warranty.** Authorized Subreseller will not make any representation or warranty which are, or enter into any Customer agreement which is, inconsistent with Google's materials regarding the Services or agreement with the Google-Distributor Agreement.
5. **Market and Territory.** Authorized Subreseller will not solicit business from, or sell the Services, to any entity that is not part of the Market or does not have a principal place of business within the Territory. Any entity's principal place of business will be determined by the place where the majority of that entity's business takes place. All inquiries regarding the Service by an entity that does not have a principal place of business in the Territory will be referred to Distributor and Google as promptly as is reasonably practicable by Authorized Subreseller.

6. Google TOS. Authorized Subreseller will inform Customers that Google will present the Google TOS upon each Customer's first log in to the Services. Authorized Subresellers will notify Customers that each Customer must accept the Google TOS prior to using the Services. Authorized Subreseller will not accept the Google TOS on behalf of its Customers.

7. Authorized Subreseller Status and Branding. In connection with its resell of the Services, Authorized Subreseller may refer to itself as "Chrome OS Management Console Authorized Subreseller" in accordance with branding guidelines provided by Google from time to time, but will not represent itself as an agent of Google for any purpose.

The party has executed this Agreement by a person duly authorized as of the Effective Date.

Sub Reseller: _____

Signature: _____

Name: _____

Title: _____

D&B Number: _____

Domain Name: _____

HQ Address: _____

Email: _____

Phone: _____

DH Account: _____

Date: _____