

GOOGLE ONE AI PREMIUM OEM PROMOTION AGREEMENT

This Google One AI Premium OEM Promotion Agreement, including all its attachments, (the "Agreement") is effective as of the Effective Date and is entered into by Google and Partner.

"Partner"	Full legal name:	Motorola Mobility LLC
	Country/State of Incorporation:	Delaware
	Postal address for legal notices:	222 W. Merchandise Mart, Suite 1800, Chicago, Illinois, 60654, USA
	Email address for legal notices:	Confidential @lenovo.com
	Fax number for legal notices:	N/A
"Google"	Full legal name:	Google LLC
	State of Incorporation:	Delaware
	Postal address for legal notices:	1600 Amphitheatre Parkway Mountain View, California 94043, USA
	Email address for legal notices:	Confidential @google.com
"Effective Date"	The later of the two signature dates below.	
"Term"	This Agreement will commence on the Effective Date and expire eleven months after the Redemption End Date, unless terminated earlier as provided in the Agreement.	



"Launch Date"	June 25, 2024
"Promotion End Date"	September 30, 2025 unless terminated earlier in accordance with the Agreement.
"Redemption End Date"	September 30, 2025 unless terminated earlier in accordance with the Agreement.
"Territory"	See Attachment D.

AGREED TERMS

1. Definitions.

- 1.1 **"Actively Promote"**, or **"Actively Promoting"**, means to proactively promote Google One AI Premium as a value proposition of an Android Device, including point of sale promotion, media advertising, and general consumer-focused promotion of Google One AI Premium or the Google One App.
- 1.2 **"Activation"** or **"Activate"** means:
 - (a) the completion of certain necessary actions by an End User using the Google One App to subscribe to Google One AI Premium through the Promotion; or
 - (b) for an End User that is unable to subscribe to the Promotion using the Google One App, use of any other method to participate in the Promotion as agreed in advance by the parties in writing (email will suffice), which may include access via PAI.
- 1.3 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.
- 1.4 **"Android Device(s)"** means any Partner devices, that
 - (a) comply with the CDD;
 - (b) successfully pass the Android Compatibility Test Suite;
 - (c) comply with any other requirements under the MADAs which must be met to allow a Partner to distribute Google Play Client and Google One App; and
 - (d) are for distribution in countries in the Territory.
- 1.5 **"Android Set-Up Wizard"** means the Android Setup Wizard (described at https://support.google.com/androidpartners/carriers/topic/7636485?hl=en&ref_topic=7431027 (as such URL may be updated or replaced by Google from time to time)) and is the component that connects a new Android Device to the internet using the End User's connection via the Connection Service, and enables the End User to sign in or create a Google account.
- 1.6 **"Applicable Data Protection Laws"** means all privacy, data security, and data protection laws, directives, regulations, or rules in any jurisdiction applicable to the processing of Personal Information, including the GDPR, CCPA, HIPAA, and LGPD.
- 1.7 **"Brand Features"** means the trade names, trade marks, service marks, logos, domain names, and other distinctive brand features of a party, as owned (or licensed) by that party from time to time.



- 1.36 **"Territory"** means the country or countries in which distribution of Google One AI Premium is permitted under the MADAs under Attachment D, which Google may update in its sole discretion in accordance with the MADAs.
- 1.37 **"Training Activities"** means the training activities described in Attachment C (Training Activities).
- 1.38 **"Training Materials"** means any training materials developed by or for the Partner, related to the training of Personnel and End Users relating to Google One AI Premium or the Promotion, including Google Retail Training (GRT) Modules, Quicksheet, Frequently Asked Questions (FAQ), Instructor Led Training (ILT) and how-to guides.
- 1.39 In this Agreement: (a) "include(s)" or "including" means "including but not limited to;" (b) examples are illustrative and not the sole examples of a particular concept; and (c) headings in this Agreement are for convenience of reference only and do not change the meaning of operative provisions.

2. Android Preloads.

2.1 MADAs, RSA and Order of Precedence.

- (1)e The parties acknowledge the existence of the MADAs and the RSA and that each party is a party to one or more of the MADAs and the RSA.e
- (2)e Subject to the placement and setup provisions in Section 2.2, to the extent this Agreement conflicts with one or more of the MADAs or the RSA:e
- (a)e the MADAs and the RSA will govern, other than where the MADAs and the RSA do not include or relate to the same or substantially similar subject matter; and
- (b)e this Agreement will govern in respect of subject matter not included in any MADA and the RSA.e
- (3)e Notwithstanding the above, the obligation to preload Google One App and Gemini App under Section 2.2 applies regardless of any terms of the MADA and the RSA.e In the event certain carriers or channel partners, in each case who have their own RSA with Google, object to the preload requirements in this Section 2.2, Partners will direct such carriers or channel partners to Google for resolution. If not resolved in time to submit the applicable Device software to such carrier or channel partner per their lab entry schedule for such Device, then that Device will not be considered a DHS Required Android Device if the Google One App and the Gemini App are not preloaded.

2.2 Placement and Setup.

2.2.1 DHS Required Android Devices.

- (1)e In addition to the Android Devices that are already preloaded with the Google One App pursuant to the MADA and/or RSA, Partner will preload the Google One App and Gemini App (or where preloading is not feasible, install the most recent version of the Google One App or Gemini App via PAI during system setup) on the following Android Devices: Motorola Razr 50 Ultra, Motorola Razr Plus 2024,e Motorola Razr 50 and Motorola Razr 2024 (collectively "DHS Required Android Devices"), in accordance with:e
- (a)e Partner's obligations under the MADAs and RSAs; and
- (b)e any written instructions provided by Google (which may be provided by email).e
- (2)e Partner will ensure the Google One App and Gemini App is placed on the Default



Home Screen (but excluding lockscreen and notification tray) of the DHS Required Android Devices.

- (3)o The list of the DHS Required Android Devices may be updated from time to time upon the mutual written agreement of the parties, which must expressly reference this Agreement (email to suffice). In the event certain carriers or channel partners, or in each case who have their own RSA with Google, object to the placement and/or setup requirements described in this Section 2.2, Partner will direct such carriers or channel partners to Google for resolution. If not resolved in time to submit the applicable Device software to such carrier or channel partner per their lab entry schedule for such Device, then that Device will be considered a DHS Required Android Device if the Google One App and/or the Gemini App are placed in the Google Folder on the Default Home Screen.

2.2.2 Google One App Preload Required Android Devices

- (1)o In addition to the Android Devices that are already preloaded with the Google One App pursuant to the MADA and/or RSA, Partner will preload the Google One App (or where preloading is not feasible, install the most recent version of the Google One App via PAI during system setup) on the following Android Devices: Motorola Edge 50 Ultra, Motorola Razr 40 Ultra, Motorola Razr Plus 2023, Motorola Razr 40, Motorola Razr 2023 ("Google One App Preload Required Android Devices"), in accordance with:
 - (a)o Partner's obligations under the MADAs and RSAs; and
 - (b)o any written instructions provided by Google (which may be provided by email).
- (2)o Partner will ensure the Google One App is placed either:
 - (a)o on the Default Home Screen (but excluding lockscreen and notification tray) of Google One App Preload Required Android Devices; or
 - (b)o in the Google folder on the Default Home Screen (an icon clearly labeled or branded "Google" that provides direct access to Google One AI Premium and other Google applications, provided or applied by Google under the MADAs.)
- (3)o The list of the Google One App Preload Required Android Devices may be updated from time to time upon the mutual written agreement of the parties, which must expressly reference this Agreement (email to suffice).

2.3 No Exclusivity. Other than the placement and set-up requirements for Google One App under this Section 2 (Android Preloads), this Agreement does not restrict or limit Partner from preloading or determining the placement of its own or third party applications or services on its Android Devices or any other devices.

3. Google One AI Premium Promotion.

3.1 Promotion.

- (1)o During the Term, the parties will make the Promotion available for End User Activation up to the applicable Redemption End Date.
- (2)o In connection with Partner's distribution of the Android Devices, Partner will market and promote the Promotion in accordance with this Section 3 (Google One AI Premium Promotion) and Attachment B (Marketing and Promotion Activities). Google will cooperate and assist with the Partner's marketing and promotion.

