

## Google Cloud Master Agreement – Public Sector

### AI Services Addendum to the Implementation Services Schedule

This AI Services Addendum (the “Addendum”) supplements and is incorporated by reference into the Implementation Services Schedule (“Services Schedule”) of the Google Cloud Master Agreement for Public Sector (the “Agreement”). This Addendum applies to implementation and advisory services that are designed to help Customer use Google Cloud’s artificial intelligence and machine learning products and services. Terms defined in the Agreement apply to this Addendum.

#### 1. **Services.**

1.1 The Addendum allows Customer to purchase (1) AI Implementation Services and/or (2) Subscription Services. GCP Services included as part of a Solution are governed by the Google Cloud Platform Agreement, except with respect to Section 1.2 (Solution) and applicable definitions in Section 9 (Definitions) of the Addendum.

1.2 Solution. A Solution is Google Technology. Components of a Solution that are GCP Services remain subject to the Google Cloud Platform Agreement, including Services Specific Terms located at <https://cloud.google.com/terms/service-terms>.

2. **Customer Training Data.** Customer is responsible for the cost of procuring and preparing Customer Training Data, including data labeling, unless otherwise agreed in an Order Form. Google may review Customer Training Data for quality assurance purposes.

#### 3. **RESERVED**

#### 4. **Warranties and Remedies.**

4.1 Additional Customer Warranties. Customer will not use the Solution to make decisions solely by automated means.

4.2 Remedies. AI Implementation Services included in Subscription Services are not subject to the Remedies subsection of the Warranties and Remedies Section of the Services Schedule, as applicable. Any claim that Google has breached the performance warranty described in the Warranties subsection of the Services Schedule must be made during the term of the applicable Subscription Services. Google will use commercially reasonable efforts to re-perform AI Implementation Services during the term of the applicable Subscription Services.

5. **Limitation of Liability for Subscription Services.** Notwithstanding anything to the contrary in the Agreement, the total aggregate liability for Subscription Services, including AI Implementation Services included in Subscription Services, will be the limitation of liability in the Google Cloud Master Agreement.

## **6. Termination.**

6.1 Termination of Services Schedule or Agreement. If the Services Schedule or Agreement terminates or expires, the terms of the Addendum will continue to apply to effective Order Forms under the Addendum if the Google Cloud Master Agreement remains in effect.

6.2 Termination of Google Cloud Platform Agreement. If the Google Cloud Master Agreement terminates or expires, the Addendum and any Order Form subject to the Addendum also terminates or expires.

6.3 Survival. The following Sections of the Addendum will survive expiration or termination of the Addendum: 1.2 (Solution), 4 (Warranties and Remedies), 5 (Limitation of Liability for Subscription Services), 6 (Termination), 8 (Conflicting Terms), and 9 (Additional Definitions).

**7. Termination of Previous Agreements.** If Customer has an effective agreement for Google to perform similar implementation or development services for Google Cloud's artificial intelligence and machine learning products and services (including any Advanced Solutions Lab agreement) ("Prior Agreement"), then the Prior Agreement will hereby terminate and this Addendum will govern the provision and use of AI Implementation Services and Solutions going forward. The terms of the Prior Agreement will continue to apply to order forms or project plans in effect under the Prior Agreement at the time of termination until the termination or expiration of the applicable order form or project plan.

**8. Conflicting Terms.** If there is a conflict among the documents that make up the Addendum, then the documents will control in the following order: the applicable Order Form, this Addendum, the Agreement for AI Implementation Services, the Google Cloud Platform Services Schedule, and the General Terms.

## **9. Additional Definitions.**

"AI Implementation Services" means then-current advisory and implementation services described at [g.co/cloudpsoterm](https://g.co/cloudpsoterm) designed to help Customer use Google Cloud's artificial intelligence and machine learning products and services. AI Implementation Services do not include Training Services. For purposes of the Agreement, AI Implementation Services has the same meaning as "Services".

"Customer Training Data" means data provided by Customer to Google to train a machine learning model as part of the Services. Customer Training Data is Customer Background IP and Customer Confidential Information.

"GCP Services" means the then-current services described in the Google Cloud Platform Services Schedule.

"Google Cloud Master Agreement" means the applicable terms between Customer and Google governing Customer's use of GCP Services.

“Solution” means the combination of GCP Services and Google Technology that comprise the machine learning model, supporting code, and pipelines made available to Customer by Google under this Addendum. A Solution does not include Customer Training Data.

“Subscription Services” means an offering that allows a Customer to use a Solution and receive AI Implementation Services as a combined offering on a subscription basis. Except for GCP Services included as part of a Solution, for purposes of the Agreement, Subscription Services has the same meaning as “Services”.