

Google Cloud Master General Terms

The Google Cloud Master Terms are comprised of the Google Cloud Master General Terms ("General Terms"), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master Terms (collectively, the "Terms").

Google Cloud Master General Terms

1. **Services.** After Customer and Reseller and/or Distributor complete and execute an Order Form, (a) Google will provide the Services to Customer in accordance with the Terms, including the SLAs, and (b) Customer may use the Services in accordance with the applicable Services Schedule.
2. **Customer Obligations.**
 - 2.1 **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Terms.
 - 2.2 **Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Terms, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.
 - 2.3 **Use Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) in a manner intended to avoid incurring Fees; (ii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iii) in a manner that breaches, or causes the breach of, Export Control Laws; or (iv) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google's Reseller or Distributor.
3. **RESERVED**
4. **Intellectual Property.**
 - 4.1 **Intellectual Property Rights.** Except as expressly described in the Terms, the Terms do not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.
 - 4.2 **Feedback.** At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.
5. **Confidentiality.**
 - 5.1 **Confidentiality Obligations.** Subject to Section 5.2 (Disclosure of Confidential Information), and subject to the Freedom of Information Act or similar state open records law, the recipient will use the other party's Confidential Information only to exercise its rights and fulfill its obligations under the Terms. The recipient

will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

5.2 Disclosure of Confidential Information.

- (a) General. Regardless of any other provision in the Terms, the recipient and its Delegates may disclose the other party's Confidential Information (i) with the other party's written consent or (ii) in accordance with a Legal Process request, subject to Section 5.2(b) (Legal Process Notification).
- (b) Legal Process Notification. The recipient will use commercially reasonable efforts to notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.
- (c) Opposition. The recipient will, and will ensure that its Delegates will, comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

6. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with these Terms as permitted in these Terms. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. **RESERVED**

8. **Disclaimer.** Except as expressly provided for in these Terms, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. The Services are not intended to be used for High Risk Activities. Any use of the Services for High Risk Activities by Customer or its End Users will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities.

9. **Indemnification.**

9.1 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under these Terms ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

9.2 Customer Intellectual Property Infringement. If Google is damaged or becomes subject to a Third-Party Legal Proceeding as a result of Customer's infringement of any third-party intellectual property, Google will pursue available remedies under applicable federal, state, or local law.

9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Intellectual Property infringement) will not apply to the extent the underlying allegation arises from (a) the

Customer's or Google's breach of the Terms or (b) a combination of the Google Indemnified Materials or Customer Materials (as applicable) with materials not provided by Google or the Customer under the Terms, unless the combination is required by the Terms.

9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations)) is conditioned on the following:

- (a) Customer must promptly notify Reseller who will promptly notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, then Google's obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.
- (b) Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to Google, subject to the following: (i) the Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the Customer to admit liability, pay money, or take (or refrain from taking) any action, will require the Customer's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

- (a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.
- (b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services.

9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the Customer's' sole and exclusive remedy under the Terms for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

- (a) **To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Terms for any**
 - (i) indirect, consequential, special, incidental, or punitive damages or
 - (ii) lost revenues, profits, savings, or goodwill.
- (b) **Each party's total aggregate Liability for damages arising out of or relating to the Terms is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.**

10.2 Unlimited Liabilities. Nothing in these Terms excludes or limits either party's Liability for:

- (a) subject to Section 8 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
- (b) its fraud or fraudulent misrepresentation;
- (c) its obligations under Section 9 (Indemnification);
- (d) its infringement of the other party's Intellectual Property Rights;
- (e) its payment obligations; or

(f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

- 11.1 Term. The Terms will remain in effect for the Term unless it expires or is terminated in accordance with the Reseller Agreement or Distributor Agreement.
- 11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Terms, Customer may terminate the Terms or an Order Form for convenience with prior written notice to Reseller or Distributor.
- 11.3 RESERVED.
- 11.4 Effects of Termination. If the Terms terminate or expire, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.
- 11.5 Survival. The following Sections will survive expiration or termination of the Terms: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

- 12.1 Notices. Google will provide notices under the Terms to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Terms to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.
- 12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under these Terms.
- 12.3 RESERVED.
- 12.4 RESERVED.
- 12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 12.6 Subcontracting. Google may subcontract obligations under the Terms but will remain liable to Customer for any subcontracted obligations.
- 12.7 No Agency. These Terms do not create any agency, partnership, or joint venture between the parties.
- 12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Terms.
- 12.9 Severability. If any part of the Terms are invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.

- 12.10 No Third-Party Beneficiaries. The Terms do not confer any rights or benefits to any third party unless it expressly states that it does.
- 12.11 Equitable Relief. Nothing in the Terms will limit either party's ability to seek equitable relief.
- 12.12 RESERVED.
- 12.13 Amendments. Except as specifically described otherwise in the Terms, any amendment to the Terms must be in writing, expressly state that it is amending the Terms.
- 12.14 Independent Development. Nothing in the Terms will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Terms, provided that the party does not breach its obligations under the Terms in doing so.
- 12.15 RESERVED.
- 12.16 Conflicting Terms. If there is a conflict among the documents that make up the Terms, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.
- 12.17 RESERVED.
- 12.18 RESERVED.
- 12.19 RESERVED.
- 12.20 Headers. Headings and captions used in the Terms are for reference purposes only and will not have any effect on the interpretation of the Terms.

13. Definitions

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule.

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, and covers the handling of Protected Health Information (as defined in HIPAA).

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under these Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Customer Application" has the meaning described in the Services Schedule.

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Customer Materials” has the meaning described in the applicable Services Schedule.

“End User” or “Customer End User” means an individual that Customer permits to use the Services or a Customer Application.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (i) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in Customer’s Reseller Agreement or Distributor Agreement.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“Including” means including but not limited to.

“Indemnified Liabilities” means any (i) settlement amounts approved by the Customer, and (ii) damages and costs finally awarded against the Customer by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule or, as applicable, an Order Form provided by a Reseller or Distributor.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Terms.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of these Terms.

“Reseller” means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services through a Distributor to Customer.

“Prices” means those prices listed in the applicable Reseller Agreement or Distributor Agreement.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Terms with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling access to or use of the Services or components of the Services.

“Term” means the Term as described in the applicable Reseller Agreement or Distributor Agreement.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule.

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Terms

Google Cloud Platform Services Schedule

This Google Cloud Platform Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Terms. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective so long as there is an active Order Form. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

- 1.1 Admin Console. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer may make Customer Applications available to End Users. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.
- 1.2 Ceasing Services Use. Customer may stop using the Services at any time.
- 1.3 Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services or any Customer Application to operate or enable any telecommunications service or to place or receive calls from any public switched telephone network.
- 1.4 Resold Customer.
 - (a) Reseller and Distributor have the ability to suspend the Customer's Account. Customer is solely responsible for: (i) any access by Reseller and Distributor to Customer's Account or Customer's End User Accounts; (ii) any suspension by Reseller or Distributor of Customer's or Customer's End User's Services, and (ii) defining in the Reseller Agreement or Distributor Agreement, as applicable, any rights or obligations as between Reseller and Customer, or Distributor and Customer, with respect to the Services;
 - (b) Google may share Customer Confidential Information with Reseller and/or Distributor as a Delegate subject to General Terms Section 5.1 (Confidentiality Obligations);
 - (c) Google will not be liable in any manner whatsoever to Customer arising out of Reseller's and/or Distributor's suspension of the Customer's Account or Reseller's and/or Distributor's access to the Customer's and Customer End User's Account(s).

2. Data Processing and Security.

- 2.1 Use of Customer Data. Google will only access or use Customer Data to provide the Services ordered by Customer and will not use it for any other Google products, services, or advertising.
- 2.2 Data Processing and Security Terms. The Data Processing and Security Terms are provided to Customer by Reseller or Distributor

2.3 Federal Risk and Authorization Management Program (FedRAMP).

- (a) The following Google Cloud Platform Services received a FedRAMP High Provisional Authority to Operate (ATO) from the Joint Authorization Board (JAB): **Compute:** Compute Engine, App Engine, Google Kubernetes Engine **Storage:** Cloud Storage, Persistent Disk **Security:** Cloud HSM, Cloud Key Management Service **Data Analytics:** BigQuery, Cloud Dataproc, Cloud Pub/Sub **Databases:** Cloud Bigtable, Cloud Dataflow, Cloud Firestore, Cloud Memorystore, Cloud Spanner, Cloud SQL **Developer Tools:** Container Registry.
- (b) The following Google Cloud Platform Services received a FedRAMP Moderate Provisional ATO from the Joint Authorization Board (JAB): **Compute:** Compute Engine, App Engine, Cloud Functions, Google Kubernetes Engine **Storage:** Cloud Storage, Persistent Disk **Networking:** Cloud Armor, Cloud CDN, Cloud DNS, CloudLoad Balancing, Virtual Private Cloud (VPC) **Security:** Cloud Data Loss Prevention API, Cloud HSM, Cloud Identity & Access Management, Cloud Identity-Aware Proxy, Cloud Key Management Service, Cloud Security Scanner, Resource Manager **Management Tools:** Cloud Billing API, Cloud Console, Cloud Console Mobile App, Cloud Deployment Manager, Cloud Shell, Google Cloud Platform Marketplace, Service Consumer Management API, Service Control, Service Management API, Stackdriver Debugger, Stackdriver Error Reporting, Stackdriver Logging, Stackdriver Profiler, Stackdriver Trace **Data Analytics:** BigQuery, Cloud Dataflow, CloudDatalab, Cloud Dataproc, Cloud Pub/Sub, Cloud Talent Solution, Google Genomics **Databases:** Cloud Bigtable, Cloud Datastore, Cloud Firestore, Cloud Memorystore, Cloud Spanner, Cloud SQL **Migration:** BigQuery Data Transfer Service, Cloud Storage Transfer Service **AI/Machine Learning:** Cloud AutoML Natural Language, Cloud AutoML Translation, Cloud AutoML Vision, Cloud Machine Learning Engine, Cloud Natural Language API, Cloud Speech-to-Text, Cloud Text-to-Speech, Cloud Translation API, Cloud Video Intelligence API, Cloud Vision API, Dialogflow Enterprise Edition **Developer Tools:** Cloud Build, Cloud SDK, Cloud Source Repositories, Container Registry **API Management:** Cloud Endpoints **Internet of Things (IoT):** Cloud IoT Core
- (c) Google, Reseller, and Distributor are not liable for any damages, claims, or causes of action that arise from the loss or failure to maintain the ATO. Customer's sole remedy in connection with the loss or failure to maintain the ATO will be the Customer's ability to terminate use of Provider's Google Cloud Platform Service.

3. **Additional Payment Terms.**

3.1 **Usage and Invoicing.** Customer will pay all Fees for the Services and GCP Technical Support Services. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.

3.2 **RESERVED.**

3.3 **RESERVED.**

4. **Updates to Services and Terms.**

4.1 **Changes to Services.**

- (a) **Limitations on Changes.** Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.
- (b) **Discontinuance.** Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

4.2 **Changes to Terms.** Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 **Permitted Changes.** Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services or functionality.

5. **Temporary Suspension.**

5.1 **Services Suspension.** Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 **Limitations on Services Suspensions.** If Google Suspends Services, then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. **Technical Support.** If Customer has purchased Enterprise Support or Role-Based Support, Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects. Customer acknowledges and agrees that Reseller and/or Distributor may disclose Customer Data to Google as may be reasonably required in order for Reseller and/or Distributor to handle any support issues that Customer may escalate to or via Reseller and/or Distributor.

7. **Copyright.** Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at <http://www.google.com/dmca.html>.

8. Software.

8.1 Provision of Software. Google may make Software available to Customer, including third-party software. Customer may choose to use the Software in connection with Customer's use of the Services. Some Software may be subject to third-party license terms, which Google will provide to Customer.

8.2 Ceasing Software Use. If the Customer's Reseller Agreement or Distributor Agreement terminates, or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.

9. **Benchmarking.** Customer may only publicly disclose (directly or through a third party) the results of any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Services, if the disclosure includes all information reasonably necessary for Google or a third party to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of the Services and publicly discloses the results directly or through a third party, then Google (or a Google-directed third party) may conduct Tests of any publicly available cloud products or services provided by Customer and publicly disclose the results of any such Test (which disclosure will include all information necessary for Customer or a third party to replicate the Test).

10. **Survival.** The following sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 9 (Benchmarking) and Section 12 (Additional Definitions).

11. **Termination of Previous Agreements.** If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and these terms will govern the provision and use of the Services going forward.

12. Additional Definitions.

"Account" means Customer's Google Cloud Platform account.

"Admin Console" means the online console(s) and tool(s) provided by Google to Customer for administering the Services under this Services Schedule.

"AUP" means the then-current acceptable use policy for the Services described at <https://cloud.google.com/terms/aup/>.

"Customer Application" means a software program that Customer creates or hosts using the Services.

"Customer Data" means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

"Customer Materials" means Customer Data, Customer Brand Features, Customer Applications, and Projects.

"Data Processing and Security Terms" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at <https://cloud.google.com/terms/data-processing-terms/partner/>. For purposes of these Terms, references to "Partner Data" in the Data Processing and Security Terms shall mean "Customer Data".

“GCP Service Specific Terms” means the then-current terms specific to one or more Services or Software described at <https://cloud.google.com/cloud/terms/service-terms>.

“GCP Technical Support Services” or “TSS” means the then-current technical support service provided, if applicable, by Google to Customer under the GCP Technical Support Services Guidelines.

“GCP Technical Support Services Guidelines” or “TSS Guidelines” means the then-current Google Cloud Platform support service guidelines described at <https://cloud.google.com/terms/tssg/>.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.

“Key Services” means the then-current list of Services described at <https://cloud.google.com/terms/key-services>.

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

“Order Form” means an order form issued by Reseller and/or Distributor and executed by Customer specifying the Services Google will provide to Customer as described in this Services Schedule.

“Prices” means those prices listed in the applicable Reseller Agreement or Distributor Agreement.

“Project” means a grouping of Services configured by Customer via the Admin Console.

“Services” means the then-current services described at <https://cloud.google.com/terms/services>.

“SLA” means the then-current service level agreements described at <https://cloud.google.com/terms/sla/>.

“Software” means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time.

“URL Terms” means, as applicable, the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.