

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 G Suite Services Schedule

This G Suite 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 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 will provide Customer access to the Admin Console through which Customer may manage its use of the Services. Customer may specify one or more Administrators through the Admin Console who will have the right to access Admin Accounts. Customer is responsible for (a) maintaining the confidentiality and security of the End User Accounts and associated passwords and (b) any use of the End User Accounts. Customer agrees that Google’s responsibilities do not extend to the internal management or administration of the Services for Customer.
- 1.2 Additional Use Restrictions. Unless otherwise permitted in the G Suite Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services to place or receive emergency services calls.
- 1.3 Requesting Additional End User Accounts During Order Term. Customer may purchase additional End User Accounts during an Order Term by (a) executing an additional Order Form reflecting the purchase or (b) ordering End User Accounts via the Admin Console.

2. Data Processing and Security.

- 2.1 Data Processing Amendment. The Data Processing Amendment is incorporated into this Services Schedule once Customer accepts it in the Admin Console. If the processing of Personal Data under the Terms is subject to the GDPR, then Customer will accept the Data Processing Amendment in the Admin Console.
- 2.2 Updates to Data Processing Amendment. Google may only change the Data Processing Amendment where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing Amendment, or where such change meets all of the following requirements:
 - (a) the change is commercially reasonable;
 - (b) the change does not result in a degradation of the overall security of the Services;
 - (c) the change does not expand the scope of or remove any restrictions on Google’s processing as described in Section 5.2 (Scope of Processing) of the Data Processing Amendment; and
 - (d) the change does not otherwise have a material adverse impact on Customer’s rights under the Data Processing Amendment.

If Google makes a material change to the Data Processing Amendment in accordance with this Section 2.2, Google will notify Customer.

3. Additional Payment Terms.

- 3.1 Usage and Invoicing. Customer will pay all Fees for the Services and such payment will be made pursuant to the Reseller Agreement or Distributor Agreement. Google’s measurement tools will be used to

determine Customer's usage of the Services. Unless otherwise provided in an Order Form or required by law, Fees for Services are nonrefundable.

3.2 RESERVED.

4. Modifications.

4.1 Modifications to URL Terms. Google may change the URL Terms, subject to the following:

(a) Notification of Material Changes. Google will notify Customer of any material change to the URL Terms.

(b) When Changes Take Effect. Material changes to the URL Terms will become effective 30 days after notice is given, except that (i) materially adverse SLA changes will become effective 90 days after notice is given and (ii) changes applicable to new Services or functionality, or required by a court order or applicable law, will be effective immediately.

(c) Objection to Changes.

(i) If a change to the URL Terms (other than as described in Section 4.1(b)(ii)) has a material adverse impact on Customer, then Customer may object to the change by notifying Google within 30 days after Google provides notice.

(ii) If Customer so notifies Google, then Customer will remain governed by the URL Terms in effect immediately before the change until the earlier of (1) the end of the then-current Order Term or (2) 12 months after the notice was given.

4.2 Modifications to Services.

(a) Deprecation Policy. Google will notify Customer at least 12 months before a Significant Deprecation unless Google reasonably determines that (i) Google is not permitted to do so by law or by contract (including if there is a change in applicable law or contract) or (ii) continuing to provide the Service that is subject to the Significant Deprecation could create a security risk or substantial economic or technical burden.

(b) Other Modifications. Subject to Section 4.2(a) (Deprecation Policy), Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services. Google will notify Customer of any material change to the Core Services.

5. Temporary Suspension.

5.1 Limitations on Services Suspension. Google may Suspend Services as described in Sections 5.2 (AUP Breaches) and 5.3 (Emergency Suspension). Any Suspension under those Sections will be to the minimum extent and for the shortest duration required to (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.

5.2 AUP Breaches. If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will request that Customer correct the breach. If Customer fails to correct such breach within 24 hours of such request, or if Google is otherwise required by applicable law to take action, then Google may Suspend Services.

5.3 Emergency Suspension. Google may immediately Suspend Customer's use of the Services or an End User Account if (a) there is an Emergency Security Issue, or (b) Google is required to Suspend such use

to comply with applicable law. At Customer's request, unless prohibited by applicable law, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspensions of End User Accounts, Google will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

6. **Technical Support.** Google will provide G Suite Technical Support Services to Customer during the Order Term in accordance with the G Suite Technical Support Services Guidelines.
7. **Additional Customer Responsibilities.**
 - 7.1 **Customer Domain Name Ownership.** Customer is responsible for obtaining and maintaining any rights necessary for Customer's and Google's use of the Customer Domain Names under the Terms. Before providing the Services, Google may require that Customer verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide the Services to Customer.
 - 7.2 **Abuse Monitoring.** Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names, but Google may monitor emails sent to these aliases to allow Google to identify Services abuse.
8. **Using Brand Features Within the Services.** Google will display only those Customer Brand Features that Customer authorizes Google to display by uploading them into the Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to End Users. Customer may specify the nature of this use in the Admin Console. Google may also display Google Brand Features on such web pages to indicate that the Services are provided by Google.
9. **Additional Products.** Google makes optional Additional Products available to Customer and its End Users. Customer's use of Additional Products is subject to the Additional Product Terms.
10. **Reseller Orders.** This Section applies if Customer orders the Services from a Reseller under a Reseller Agreement.
 - 10.1 **Orders.** If Customer orders Services from Reseller, then (a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) RESERVED (c) Customer will receive applicable SLA credits (if any) from Reseller; (d) Google may share Customer Confidential Information with Reseller as a Delegate subject to General Terms Section 5.1 (Confidentiality Obligations); and (e) Customer may request additional End User Accounts during the Order Term by contacting Reseller.
 - 10.2 **Reseller as Administrator.** At Customer's discretion, Reseller may access Customer's Account or Customer's End User Accounts. As between Google and Customer, Customer is solely responsible for (a) any access by Reseller to Customer's Account or Customer's End User Accounts and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Services.
 - 10.3 **Reseller Verification of Domain Names.** Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide the Services to Customer.
 - 10.4 **Reseller Technical Support.** Customer acknowledges and agrees that Reseller may disclose End User Personal Data to Google as reasonably required in order for Reseller to handle any support issues that Customer escalates to or via Reseller.

11. Termination of Previous Agreements. If Google and Customer have previously entered into a G Suite 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.

“Additional Products” means products, services, and applications that are not part of the Services but may be accessible for use in conjunction with the Services.

“Additional _____ Product _____ Terms” means the then-current terms at https://gsuite.google.com/intl/en/terms/additional_services.html.

“Admin Account” means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Services.

“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering (i) the Services under this Services Schedule and (ii) the services set out in a Complementary Product Services Summary (if applicable).

“Administrator” means Customer-designated personnel who administer the Services to End Users on Customer’s behalf, and have the ability to access Customer End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

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

“Complementary Product Services Summary” has the meaning given in the Data Processing Amendment.

“Core Services” means the then-current “Core Services for G Suite” as described in the Services Summary at https://gsuite.google.com/terms/user_features.html.

“Customer Data” means data submitted, stored, sent, or received via the Services by Customer or its End Users.

“Customer Domain Name” means a domain name specified in the Order Form to be used in connection with the Services.

“Customer Materials” means Customer Data and Customer Brand Features.

“Data Processing Amendment” means the then-current terms describing data protection and processing obligations with respect to Customer Data, as described at https://gsuite.google.com/terms/dpa_terms.html.

“Emergency Security Issue” means either (a) Customer’s or an End User’s use of the Services in breach of the AUP, where such use could disrupt (i) the Services, (ii) other customers’ or their customer end users’ use of the Services, or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third-party access to the Services.

“End User Account” means a Google-hosted account established by Customer through the Services for an End User to use the Services.

“GDPR” has the meaning given to it in the Data Processing Amendment.

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

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

“G Suite Technical Support Services” or “TSS” means the technical support service provided by Google to Customer under the G Suite Technical Support Services Guidelines.

“G Suite Technical Support Services Guidelines” or “TSS Guidelines” means the then-current G Suite support service guidelines described at <https://gsuite.google.com/terms/tssg.html>.

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

“Order Form” means the order form issued by the Reseller and/or Distributor and executed by Customer and the Reseller and/or Distributor.

“Other Services” means the then-current “Other Services for G Suite” as described in the Services Summary at https://gsuite.google.com/terms/user_features.html.

“Personal Data” has the meaning given to it in the Data Processing Amendment.

“Services” means the then-current Core Services and Other Services described at https://gsuite.google.com/terms/user_features.html.

“Significant Deprecation” means a material discontinuance of or backwards incompatible change to the Services that results in the Services no longer enabling Customer or End Users to (i) send and receive email messages; (ii) schedule and manage events; (iii) create, share, store, and synchronize files; (iv) communicate with other End Users in real time; or (v) search, archive, and export email messages.

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

“URL Terms” means, as applicable, the AUP, G Suite Service Specific Terms, G Suite Technical Support Services Guidelines, and SLAs