

Google Cloud Master Agreement – Public Sector

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms (“General Terms”), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master Agreement (collectively, the “Agreement”).

Google Cloud Master Agreement General Terms

1. **Services.** After the Customer and Reseller and/or Distributor complete and execute an Order Form, Google will provide the Services specified in an Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the 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 Agreement.
 - 2.2 **Compliance.** Customer will (a) ensure that Customer and its End Users’ use of the Services complies with the Agreement, (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) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or 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 Agreement, the Agreement does 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 **Use and Disclosure of Confidential Information.** The Recipient will only use the Disclosing Party’s Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party’s Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party’s Confidential Information (a) to its Delegates who have a need to know and who are bound by

confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

- 5.2 Redirect Disclosure Request. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.
6. **Marketing and Publicity**. Each party may use the other party's Brand Features in connection with the Agreement as permitted in the Agreement. 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, announcements, 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 the Agreement, 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.
9. **Indemnification**.
- 9.1 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under the Agreement ("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 Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.
- 9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.
- 9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:
- (a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party

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, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

- (b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party'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. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Entities, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C. § 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement 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 Agreement 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 Agreement 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 the Agreement excludes or limits either party's Liability for:

- (a) **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 under the Agreement; or**
- (f) **matters for which liability cannot be excluded or limited under applicable law.**

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates in accordance with the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates, 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 Agreement: 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 Agreement to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Agreement 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 the Agreement.

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 Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does 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 Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party

unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

12.14 Independent Development. Nothing in the Agreement 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 Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 RESERVED.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, 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 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

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 covering 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 its Affiliate ("Disclosing Party") discloses to the other party ("Recipient") under the Agreement, 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).

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

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“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.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

“End User” or “Customer End User” means an individual that Customer permits to use the Services or a Customer Application. For clarity, End Users may include employees of Customer Affiliates and other third parties.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) 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 the 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 use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

“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 (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates 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, 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 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 Agreement.

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor. Unless described otherwise in the applicable Services Schedule, Prices do not include Taxes.

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

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

“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 Agreement 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.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“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 Agreement Google Maps Core Services Schedule

This Google Maps Core Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services identified 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. Administering the Services.

1.1 Accounts. Customer must have an Account. Customer is responsible for (a) the information it provides in connection with the Account, (b) maintaining the confidentiality and security of the Account and associated passwords, and (c) any use of its Account.

1.2 Admin Console; Projects; API Keys. Customer will administer the Services through the online Admin Console. To access the Services, Customer must create Project(s) and use its API key(s) in accordance with the Documentation.

1.3 Customer Domains and Applications. Customer is responsible for ensuring that only authorized domains and applications use the Services.

2. Using the Services.

2.1 License Grant. Subject to the Agreement’s terms, Google grants to Customer a non-sublicensable, non-transferable, non-exclusive license to use the Services in Customer Application(s).

2.2 Use of the Services by Customer’s Affiliates. Customer may allow Customer’s Affiliates to use the Services under the Account, subject to the following:

(a) Customer’s Affiliates’ use of the Services will count towards Customer’s usage for the purposes of calculating the Fees and will be reflected in Customer’s invoice. Google may not provide multiple invoices or billing accounts for Customer’s Affiliates.

(b) Customer will ensure Customer’s Affiliates comply with the Agreement. Customer’s Affiliates’ acts and omissions in connection with the Agreement, including breaches of the Agreement, will be deemed to be Customer’s acts and omissions.

(c) Customer’s Affiliates are not third-party beneficiaries and Customer’s Affiliates’ use of the Services does not create or confer any rights or other benefits that are enforceable by Customer’s Affiliates.

2.3 Ceasing Services Use. Customer may stop using the Services at any time.

2.4 License Requirements and Restrictions. The following are conditions of the license granted in Section 2.1 (License Grant). In this Section 2.4 (License Requirements and Restrictions), the phrase “Customer will not” means “Customer will not, and will not permit a third party to”.

2.4.1 Requirements for Using the Services.

(a) Terms of Service and Privacy Policy.

(i) The Customer Application's terms of service will (A) notify End Users that the Customer Application includes Google Maps features and content; and (B) state that use of Google Maps features and content is subject to the then-current versions of the:

(1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and

(2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

(ii) If the Customer Application allows End Users to include the Google Maps Core Services in Downstream Products, then Customer will contractually require that all Downstream Products' terms of service satisfy the same notice and flow-down requirements that apply to the Customer Application under Section 2.4.1(a)(i) (Terms of Service and Privacy Policy).

(iii) If users of the Customer Application (and Downstream Products, if any) fail to comply with applicable terms of the Google Maps/Google Earth Additional Terms of Service, then Customer will take appropriate enforcement action, including suspending or terminating those End Users' use of Google Maps features and content in the Customer Application or Downstream Products.

(b) Attribution. Customer will display all attribution that (i) Google provides through the Services (including branding, logos, and copyright and trademark notices); or (ii) is specified in the Maps Service Specific Terms. Customer will not modify, obscure, or delete such attribution.

(c) Search Results Integrity. Customer will notify End Users if Customer modifies any of the search results from the Services.

2.4.2 Restrictions against Misusing the Services (Additional Use Restrictions).

(a) No Scraping. Customer will not export, extract, or otherwise scrape Google Maps Content for use outside the Services. For example, Customer will not:

(i) download Google Maps tiles, Street View images, geocodes, directions, distance matrix results, roads information, places information, elevation values, and time zone details;

(ii) save business names, addresses, or user reviews in Customer's database;

(iii) use Google Maps Content with text-to-speech services; or

(iv) include any Google Maps Content in any electronic or printed documents.

(b) No Caching. Customer will not cache Google Maps Content except as expressly permitted under the Maps Service Specific Terms.

(c) No creating content from Google Maps Content. Customer will not create content based on Google Maps Content. For example, Customer will not:

(i) trace or digitize roadways, building outlines, utility posts, or electrical lines from the Maps JavaScript API Satellite base map type;

(ii) create 3D building models from 45° Imagery from Maps JavaScript API;

(iii) build terrain models based on elevation values from the Elevation API;

(iv) use latitude/longitude values from the Places API as an input for point-in-polygon analysis;

(v) construct an index of tree locations within a city from Street View imagery; or

(vi) convert text-based driving times into synthesized speech results.

(d) No Re-Creating Google Products or Features. Customer will not use the Services to create a product or service with features that are substantially similar to or that re-create a Google product or

service. Customer's product or service must contain substantial, independent value and features beyond the Google products or services. For example, Customer will not:

- (i) redistribute the Google Maps Core Services or pass them off as if they were Customer's services;
- (ii) use the Services to create a substitute of the Google Maps Core Services, Google Maps, or Google Maps mobile apps, or their features;
- (iii) use the Google Maps Core Services in a listings or directory service or to create or augment an advertising product;
- (iv) combine data from the Google Directions API, Google Geolocation API, and Maps SDK for Android to create real-time navigation functionality substantially similar to the functionality provided by the Google Maps for Android mobile app.

(e) No Use with Non-Google Maps. To avoid quality issues or brand confusion, Customer will not use the Google Maps Core Services with or near a non-Google map in a Customer Application. For example, Customer will not (i) display or use Places content on a non-Google map, (ii) display Street View imagery and non-Google maps on the same screen, or (iii) link a Google map to non-Google Maps Content or a non-Google map.

(f) No Circumventing Fees. Customer will not circumvent Fees that would otherwise be due and payable. For example, Customer will not create multiple billing accounts or Projects to avoid incurring Fees, prevent Google from accurately calculating Customer's Service usage levels, or abuse any free Service quotas.

(g) No use in Prohibited Territories. Customer will not distribute or market in a Prohibited Territory any Customer Application(s) that use the Google Maps Core Services.

(h) No use in embedded vehicle systems. Customer will not use the Google Maps Core Services in connection with any Customer Application or device embedded in a vehicle. For example, Customer will not create a Customer Application that (i) is embedded in an in-dashboard automotive infotainment system and (ii) allows End Users to request driving directions from the Directions API.

(i) No Use for High Risk Activities. Customer will not use the Google Maps Core Services for High Risk Activities. In connection with the Google Maps Core Services, "High Risk Activities" include (1) emergency response services; (2) autonomous and semi-autonomous vehicle or drone control; (3) vessel navigations; (4) aviation; (5) air traffic control; and (6) nuclear facilities operation.

2.4.3 Temporary Suspension.

(a) For License Restrictions Breaches. If Google becomes aware that Customer is in breach of Section 2.4 (License Requirements and Restrictions), Google will notify Customer of the breach. If Customer fails to correct the breach within 24 hours after notification, Google may Suspend the Services. Google will restore the Suspended Services if Customer demonstrates the breach has been corrected.

(b) For AUP Breaches or Emergency Suspension. Google may Suspend Services as described in Subsections (i) (AUP Breaches) and (ii) (Emergency Suspension) below. Any Suspension under those Subsections will be to the minimum extent and for the shortest duration required to (1) prevent or terminate the offending use, (2) prevent or resolve the Emergency Security Issue, or (3)

comply with applicable law.

(i) AUP Breaches. If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will give Customer notice of such breach by requesting that Customer correct the breach. If Customer fails to correct such breach within 24 hours, or if Google is otherwise required by applicable law to take action, then Google may Suspend all or part of Customer's use of the Services. Google will restore the Suspended Services if Customer demonstrates the breach has been corrected.

(ii) Emergency Suspension. Google may immediately Suspend Customer's use of the Services if (1) there is an Emergency Security Issue or (2) 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. Google will restore the Suspended Services once the Emergency Security Issue has been resolved.

(c) For Alleged Third-Party Intellectual Property Rights Infringement. If the Customer Application is alleged to infringe a third party's Intellectual Property Rights, Google may require Customer to suspend all use of the Google Maps Core Services in the Customer Application with 30 days' written notice until such allegation is fully resolved. In any event, this Section 2.4.3(c) does not reduce Customer's obligations under General Terms Section 9 (Indemnification).

3. Data Use, Protection, and Privacy.

3.1 Data Use and Retention. To provide the Services through the Customer Application(s), Google collects and receives data from Customer and End Users (and End Users' End Users, if any), including search terms, IP addresses, and latitude/longitude coordinates. Customer acknowledges and agrees that Google and its Affiliates may use and retain this data to provide and improve Google products and services, subject to the then-current Google Privacy Policy at <https://www.google.com/policies/privacy/>.

3.2 European Data Protection Terms. Google and Customer agree to the then-current Google Maps Controller-Controller Data Protection Terms at <https://cloud.google.com/maps-platform/terms/maps-controller-terms>.

3.3 End User Privacy Requirements.

(a) End User Privacy. Customer's use of the Services in the Customer Application will comply with applicable privacy laws, including laws regarding Services that store and access Cookies on End Users' devices. Customer will comply with the then-current Consent Policy at <https://www.google.com/about/company/user-consent-policy.html>, if applicable.

(b) End User Personal Data. Through the normal functioning of the Google Maps Core Services, End Users provide certain personally identifiable information or Personal Data directly to Google, subject to the then-current Google Privacy Policy at <https://www.google.com/policies/privacy/>. However, Customer will not provide to Google (i) any End User's personally identifiable information; or (ii) any European End User's Personal Data (where "European" means "European Economic Area, Switzerland, or the UK").

(c) End User Location Privacy Requirements. To safeguard End Users' location privacy, Customer will ensure that the Customer Application(s):

(i) notify End Users in advance of (1) the type(s) of data that Customer intends to collect from

the End Users or the End Users' devices, and (2) the combination and use of End User's location with any other data provider's data; and

(ii) will not obtain or cache any End User's location except with the End User's express, prior, revocable consent.

4. Intellectual Property Ownership. As between the parties, Customer owns all Intellectual Property Rights in the Customer Application, and Google owns all Intellectual Property Rights in the Services.

5. Third-Party Legal Notices and License Terms. Certain components of the Services (including open source software) are subject to third-party copyright and other intellectual property rights, as specified in:

(a) the then-current Google Maps/Google Earth Legal Notices at https://www.google.com/help/legalnotices_maps.html; and

(b) separate, publicly-available third-party license terms, which Google will provide to Customer on request.

6. Updates to Services and Terms.

6.1 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 to comply with applicable law, will be effective immediately.

(c) Objection to Changes.

(i) If a change to the URL Terms (other than as described in Section 6.1(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 12 months after the notice was given.

6.2 Services.

(a) Changes to Services. Subject to Section 6.2(b) (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 Services.

(b) 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.

7. Technical Support.

(a) By Google. Google will provide Maps Technical Support Services to Customer in accordance with the Google Maps Technical Support Services Guidelines.

(b) By Customer. Customer is responsible for technical support of its Customer Applications and Projects.

8. Additional Payment Terms.

(a) Usage Amount. Google's measurement tools will be used to determine Customer's usage of the Services.

(b) Price Revisions. Google may revise the Prices after the expiration or termination of the initial Order Term. Google will notify Customer at least 30 days in advance of any Price increases.

9. Advertising. In its sole discretion, Customer may configure the Service to either display or not display advertisements served by Google.

10. Amendments to General Terms. For purposes of this Services Schedule only:

(a) Publicity and Trademarks.

(i) General Terms Section 6 (Marketing and Publicity) is amended by adding the following sentence at the end of the paragraph:

Where applicable, Customer may use Google Maps Content in accordance with the then-current "Using Google Maps, Google Earth and Street View" permissions page at <https://www.google.com/permissions/geoguidelines.html#geotrademarkpolicy>, which will be considered "Google's prior written consent" for the permitted uses.

(ii) The definition of "Trademark Guidelines" in General Terms Section 14 (Definitions) is replaced with the following:

"Trademark Guidelines" means (1) the then-current Google's Brand Terms and Conditions at <https://www.google.com/permissions/trademark/brand-terms.html>; and (2) the "Use of Trademarks" section of the then-current "Using Google Maps, Google Earth and Street View" permissions page at <https://www.google.com/permissions/geoguidelines.html#geotrademarkpolicy>.

(b) Applicable Laws. For purposes of General Terms Section 7(b) (Representations and Warranties), the laws and regulations that are applicable to the Google Maps Core Services are limited to (i) applicable export and re-export control laws and regulations, including any applicable munitions- or defense-related regulations (for example, the International Traffic in Arms Regulations maintained by the U.S. Department of State); and (ii) applicable commercial and public anti-bribery laws (for example, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010), which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including

government officials, to obtain or keep business or to secure any other improper commercial advantage. “Government officials” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

(c) Disclaimer. General Terms Section 8 (Disclaimer) is amended to include the following additional disclaimer:

Google Maps Core Services are provided for planning purposes only. Information from the Google Maps Core Services may differ from actual conditions, and may not be suitable for the Customer Application. Customer must exercise independent judgment when using the Services to ensure that (a) Google Maps are suitable for the Customer Application; and (b) the Customer Application is safe for End Users and other third parties.

(d) Limitation of Liability. For the Google Maps Core Services, Google’s indemnity obligations under General Terms Section 9 (Indemnification) will be subject to the liability cap in General Terms Section 10.1(b) (Limited Liabilities).

11. Survival. The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 3 (Data Use, Protection, and Privacy), Section 4 (Intellectual Property Ownership), Section 5 (Third-Party Legal Notices and License Terms), Section 8 (Additional Payment Terms), Section 10 (Amendments to General Terms), and Section 13 (Additional Definitions).

12. Termination of Previous Agreements. If Google and Customer have previously entered into a Maps APIs Agreement, that agreement will terminate on the Services Start Date and be replaced with the Agreement.

13. Additional Definitions.

“Account” means Customer’s Google Account.

“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering the Services.

“AUP” means the then-current Acceptable Use Policy for the Services at <https://cloud.google.com/maps-platform/terms/aup/>.

“Customer Application” means any web page or application (including all source code and features) owned or controlled by Customer, or that Customer is authorized to use.

“Customer Data” is not applicable under this Services Schedule.

“Customer Indemnified Materials” means the Customer Application and Customer Brand Features.

“Documentation” means the then-current Service documentation described at <https://developers.google.com/maps/documentation>.

“Downstream Products” are Customer’s users’ websites, applications, or other products. For example, if the Customer Application is a platform that helps users build their own websites and embed Google Maps in those websites, then those users’ websites are “Downstream Products.”

“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.

“Google Indemnified Materials” means Google’s technology used to provide the Services (excluding any open source software) and Google’s Brand Features.

“Google Maps Content” means any content provided through the Services (whether created by Google or its third-party licensors), including map and terrain data, imagery, traffic data, and places data (including business listings).

“Google Maps Core Services” means the then-current services described at <https://cloud.google.com/maps-platform/terms/maps-services/>. The Google Maps Core Services include the Google Maps Content and the Software.

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

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

“Maps Technical Support Services Guidelines” or “TSS Guidelines” means the then-current technical support service guidelines described at <https://cloud.google.com/maps-platform/terms/tssg/>.

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

“Order Form” means an order form issued by Google and executed by Customer and Google specifying the Services Google will provide to Customer under this Services Schedule.

“Personal Data” has the meaning provided in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016.

“Prices” means the amounts agreed to in an Order Form under this Services Schedule.

“Prohibited Territory” means the then-current countries listed at <https://cloud.google.com/maps-platform/terms/maps-prohibited-territories/>.

“Project” means a Customer-selected grouping of Google Maps Core Services resources for a particular Customer Application.

“Services” means the Google Maps Core Services as defined above.

“Significant Deprecation” means a material discontinuance or backwards incompatible change to the Services described at <https://cloud.google.com/maps-platform/terms/maps-deprecation/>.

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

“Software” means any downloadable tools, software development kits, or other computer software provided by Google for use as part of the Services, including updates.

“URL Terms” means the following, which will control in the following order if there is a conflict:

- (a) the Maps Service Specific Terms;
- (b) the SLA;
- (c) the AUP;

- (d) the Maps Technical Support Services Guidelines;
- (e) the Prohibited Territory;
- (f) the Google Maps/Google Earth Legal Notices described at https://www.google.com/help/legalnotices_maps.html; and
- (g) the Google Maps/Google Earth Additional Terms of Service described at https://maps.google.com/help/terms_maps.html.