

## Google Cloud Master General Terms

These 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 General Terms (collectively, the “Terms”).

### Google Cloud Master General Terms

1. **Services.** After the 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 (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 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 **Use and Disclosure of Confidential Information.** Subject to the Freedom of Information Act or similar state open records law, the Recipient will only use the Disclosing Party’s Confidential Information to exercise its rights and fulfill its obligations under the Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party’s Confidential Information. Notwithstanding the foregoing, 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) regardless of any other provision in the Terms, as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

- 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 Terms as permitted in the 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 the 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 the 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) 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 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) Unless otherwise prohibited by law, Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, 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. 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 Terms, 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.

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

## **11. Term and Termination.**

- 11.1 Term. The Terms, unless they expire or terminate 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.
- 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 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](mailto: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.
- 12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the 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. The 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 is 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, and be signed by both parties.
- 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 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 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).

"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.

“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 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 (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, 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 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 Agreement.

“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.

“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.

“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. 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 (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

#### 2. Data Processing and Security.

- 2.1 Protection 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. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.
- 2.2 Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by reference into this Services Schedule.

#### 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), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.



- (c) **Support.** Google will continue to provide product and security updates, and Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).
- (d) **Backwards Incompatible Changes.** Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.
- 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.** 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.
- 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 Terms or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.
- 9. Benchmarking.** Customer may conduct benchmark tests of the Services (each a "Test"). Customer may only publicly disclose the results of such Tests if it (a) obtains Google's prior written consent, (b) provides Google all necessary information to replicate the Tests, and (c) allows Google to conduct benchmark tests of Customer's publicly available products or services and publicly disclose the results of such tests.

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 the 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>.

“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 API” means any application programming interface provided by Google as part of the Services.

“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>. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

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

“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 the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.

## Google Cloud Master Terms Implementation Services Schedule

This Implementation Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Terms. This Services Schedule applies to implementation and advisory services described in this Services Schedule that are designed to help Customer use Google products and services. Terms defined in the General Terms apply to this Services Schedule.

### 1. Services.

- 1.1 Provision of Services. Google will provide Services, including Deliverables, to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).
- 1.2 Training Services. Customer may order Training Services for use in connection with the Services. Training Services are subject to the Training Terms.
- 1.3 Invoices and Payment. Customer will pay all Fees for Services ordered under this Services Schedule. Fees for some Services may be non-cancellable, as specified in the Order Form.
- 1.4 Personnel. Google will determine which Personnel will perform the Services. If Customer requests a change of Personnel and provides a reasonable and legal basis for such request, then Google will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.
- 1.5 Compliance with Customer’s Onsite Policies and Procedures. Google Personnel performing Services at Customer’s facilities will comply with Customer’s reasonable onsite policies and procedures made known to Google in writing in advance.

### 2. Customer Obligations.

- 2.1 Cooperation. Time will not be of the essence in performing the Implementation Services. Customer will provide reasonable and timely cooperation in connection with Google’s provision of the Services and delivery of the Deliverables. Google will not be liable for a delay caused by Customer’s failure to provide Google with the information, materials, consents, or access to Customer facilities, networks, or systems required for Google to perform the Services. If Reseller or Distributor informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Reseller or Distributor may terminate any incomplete Services and (b) Customer will pay actual costs incurred by Reseller or Distributor for the cancelled Services.
- 2.2 No Personal Data. Customer acknowledges that Google does not need to process Personal Data to perform the Services. Customer will not provide Google with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Google’s processing of such Personal Data.

3. **Payments.** If Customer orders Professional Services from a Partner: (a) Customer will pay Partner for the Professional Services; (b) all payment terms are to be decided upon between Customer and Partner; (c) there will not be an Ordering Document between Google and Customer; (d) Google will provide to Partner any refunds or credits that may be due to Customer; and (e) any obligation on the part of Partner to provide any such refunds or credits to Customer will depend on the terms decided upon between Customer and Partner.

### 4. Intellectual Property.

- 4.1 Background IP. Customer owns all rights, title, and interest in Customer’s Background IP. Google owns all rights, title, and interest in Google’s Background IP. Customer grants Google a license to use Customer’s Background IP to perform the Services (with a right to sublicense to Google Affiliates and subcontractors). Except for the license rights under Sections 4.2 (Google Technology) and 4.3

(Deliverables), neither party will acquire any right, title, or interest in the other party's Background IP under this Services Schedule.

4.2 Google Technology. Google owns all rights, title, and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license (with the right to sublicense to Affiliates) to use the Google Technology in connection with the Deliverables for Customer's internal business purposes. This Services Schedule does not grant Customer any right to use materials, products, or services that are made available to Google customers under a separate agreement, license, or Services Schedule.

4.3 Deliverables. Google grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer's internal business purposes.

## 5. Warranties and Remedies.

5.1 Google Warranty. Google will perform the Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Services. Google will use Personnel with requisite skills, experience, and qualifications to perform the Services.

5.2 Remedies. Google's entire liability and Customer's sole remedy for Google's failure to provide Implementation Services or Deliverables that conform with Section 5.1 (Google Warranty) will be for Google to, at its option, (a) use commercially reasonable efforts to re-perform the Services or (b) terminate the Order Form and refund any applicable Fees received for the nonconforming Services. Any claim that Google has breached the warranty as described in Section 5.1 (Google Warranty) must be made within 30 days after Google has performed the Services.

5.3 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 5, GOOGLE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY GOOGLE PRODUCTS OR ANY CONTENT OR INFORMATION MADE ACCESSIBLE OR AVAILABLE BY OR THROUGH THE PROFESSIONAL SERVICES.

## 6. Indemnification.

6.1 Indemnification Exclusions. General Terms Sections 9.1 (Google Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) modifications to the Google Indemnified Materials or Customer Materials (as applicable) by anyone other than Google or (b) compliance with Customer's instructions, design, or request for customized features.

6.2 Infringement Remedies. The remedies described in General Terms Section 9.5 (Remedies) also apply to Deliverables.

7. Effects of Termination. If this Services Schedule or an Order Form under this Services Schedule between Customer and Partner expires or terminates, then:

(a) Effect on Services. The rights under the Terms granted by one party to the other regarding the Services will cease immediately except as described in this Section 7 (Effects of Termination), and Google will stop work on the Services.

(b) Reserved.

(c) Survival. The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 4 (Intellectual Property), 6 (Indemnification), 7 (Effects of Termination), and 11 (Additional Definitions).

**8. Reserved.**

**9. Reserved.**

**10. Miscellaneous.**

10.1 Independent Development. Nothing in the Terms of Service 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 of Service t, provided that the party does not violate its obligations under the Terms of Service.

10.2 No Third-Party Beneficiaries. The Terms of Service do not confer any benefits on any third party unless it expressly states that it does.

10.3 Interpretation of Conflicting Terms. Unless stated otherwise in the applicable Ordering Document, if there is a conflict between any term of the Terms of Service and a term of an Ordering Document, the Terms of Service will govern.

**11. Additional Definitions.**

“Background IP” means all Intellectual Property Rights owned or licensed by a party (a) before the Effective Date of the applicable Order Form or (b) independent of the Services.

“Customer Indemnified Materials” means (a) Customer Background IP and any other information, materials, or technology provided to Google by Customer in connection with the Services (in each case, excluding any open source software) and (b) Customer’s Brand Features. Customer Indemnified Materials do not include Google Technology or Deliverables.

“Deliverables” means work product created specifically for Customer by Google Personnel as part of the Services and specified as Deliverables in an Order Form.

“Google Indemnified Materials” means (a) Deliverables and Google Technology (in each case, excluding any open source software) or (b) Google’s Brand Features. Google Indemnified Materials do not include Customer Background IP.

“Google Technology” means (a) Google Background IP; (b) all Intellectual Property and know-how applicable to Google products and services; and (c) tools, code, algorithms, modules, materials, documentation, reports, and technology developed in connection with the Services that have general application to Google’s other customers, including derivatives of and improvements to Google’s Background IP. Google Technology does not include Customer Background IP or Customer Confidential Information.

“Notification Email Address” means the email address(es) designated by Customer in the applicable Order Form.

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

“Personal Data” means personal data that (a) has the meaning given to it in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (“GDPR”) and (b) would cause Google to be subject to GDPR as a data processor for Customer.

“Personnel” means a party’s and its Affiliates’ respective directors, officers, employees, agents, and subcontractors.

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

“Services” means the then-current advisory and implementation services described at <https://g.co/cloudpsoterm>s and similar advisory or implementation services designed to help Customer use Google products and services. Services do not include Training Services.

“Training Services” means education and certification services related to Google products and services for individual users, as more fully described in an applicable Order Form. Training Services do not include Deliverables.

“Training Terms” means the then-current terms applicable to Training Services described at <https://enterprise.google.com/terms/training-services.html>.