End User License Agreement

Your use of the Software is subject to the terms and conditions of the Google Cloud Platform License Agreement, but only to the extent that all terms and conditions in the Google Cloud Platform License Agreement are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341 and 41 U.S.C. §6301), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (41 § U.S.C.6405), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Google Cloud Platform License Agreement or this TOS are inconsistent with Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders under this TOS.

Under this Agreement, which is incorporated by reference in Customer's Quote and Order, Customer purchases the right to access and use the Google Services specified in an order form.

1. **Products and Services.** Customer hereby purchases the Google Cloud Platform services (including any associated APIs) listed at https://cloud.google.com/cloud/services(or such other URL as Google may provide) also known as the "**Google for Work & Google for Education**" Products and Services (the "Products and Services") and in accordance with the terms and conditions of this EULA. Customer will find the terms specific to each Product and Service at http://www.carahsoft.com/application/files/7615/1311/1617/ Google_Service_Specific _Terms.pdf ("Service Specific Terms"), which are hereby incorporated into this EULA as if expressly set forth herein. Effective upon Customer's use of the Products and Services, Customer hereby accepts the Service Specific Terms, Acceptable Use Policy ("AUP" as described below), applicable Service Level Agreements ("SLAs" as described below) and

   a. New Applications, Products and Services. Google, licensor of the Products and Services, may: (i) make new applications, tools, features or functionality available through the Products and Services and (ii) add new products or services by adding them at the URL under the "Products" and/or "Services" definition, as the case may be, the use of which may be contingent upon Customer's agreement to additional terms.

   b. Updates and Modifications.

      i. Products or Services. or Google may make commercially reasonable updates to

         the Products and Services from time to time. If Google makes Partner aware of any material change to the Products and Services, Partner will make commercially reasonable efforts to inform Customer.

      ii. URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes Partner aware of any material change to the URL Terms, Partner will inform Customer.

   c. Third Party Components. The Products and Services may contain third party components (including open source software) subject to separate license agreements. To the limited extent a third party license expressly supersedes this EULA, such third

party license governs Customer's use of that third party component.

d. <u>Projects and Applications</u>. As Google deems appropriate, Google may create, or permit Customer to create, a web application using the Products and Services to be used with the Products and Services (an "Application") or a collection of computing, storage, and API resources through which Customer may use the Products and Services ("Project"). Any such Project may be used by Customer and not shared by Customer with any third party and any such Application must have material value independent from the Products and Services. Restrictions on how Applications may be built, and on how Products and Services may be used are more fully described in the Google documentation (as may be updated) in the form generally made available by Google to its customers for use with the Products and Services, including the following (collectively, the "Documentation"):

(a) Google App Engine: https://cloud.google.c om/appengine/;
(b) Google Cloud SQL: https://cloud.google.c om/cloud-s ql/;
(c) Google Cloud Storage: https://cloud.google.com/storage/;
(d) Google BigQuery Service: https://cloud.google.com/bigquery/;
(e) Google Compute Engine: https://cloud.google.com/compute/;
(f) Google Translate API v2: https://cloud.google.com/translate/;
(g) Google Cloud Datastore: https://cloud.google.c om/datastore/.

(h) Customer agrees to provide Partner and Google with a brief description of any Customer Projects and the applicable Project IDs.

2. Use and Restrictions.

a. <u>Customer Account</u>. Customer must have an account and an alphanumeric key uniquely associated with Customer's account (a "Token"), to the extent applicable, to use the Products and Services, and Customer is responsible for: (i) the information it provides to create the account; (ii) the security of the Token or its passwords for the account; (iii) and for any use of its account or the Token. If Customer becomes aware of any unauthorized use of its password, its account or the Token, Customer will notify Partner or Google as promptly as possible.

b. <u>Compliance</u>. Customer is responsible for any violations of the AUP, the Service Specific Terms, or Section 2(d) (Restrictions), in each case caused by Customer, its agents and employees and those it authorizes to use the Specific Service its Customers, Partner Data, Applications, or Projects. Google reserves the right to review the Partner Data, Applications, and Projects for compliance with the AUP.

c. <u>Documentation</u>. Google will provide Customer with Documentation. The Documentation may specify restrictions on how the Applications may be built or how the Services may be used and Partner will ensure that Partner and its Customers, comply with such restrictions.

d. Restrictions.

    i. Customer may not, and may not allow any third parties under its control to: (1) use the Products and Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (2) create multiple Applications, accounts or Projects to simulate or act as a single Application, account or Project (respectively) or otherwise access the Products and Services in a manner intended to avoid incurring fees; (3) process or store any content provided to Partner or Google by Customer (or at its direction) via the Products and Services under Customer's account (collectively, "Customer Data") that is subject to the International Traffic in Arms Regulations maintained by the US Department of State; or (4) use the Products and Services to operate or enable any telecommunications service or in connection with any Application that allow Customer to place calls or to receive calls from any public switched telephone network, unless: (a) Customer will use the Products and Services for hosting capacity only; (b) Customer will arrange and pay for any communications services used in connection with the Products and Services, including transmission or transport to or from any Customer authorized end user; and (c) Customer will obtain and maintain all necessary regulatory authorizations and approvals relating to any product or service Customer provides using the Products and Services. Any breach of subsection will be a material breach of this EULA.

    ii. Unless otherwise specified and agreed in writing by Google, the Products and Services are not intended for uses to create obligations under the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations as amended thereunder (collectively, "HIPAA"), and neither Partner nor Google make any representations that the Products and Services satisfy HIPAA requirements. If Customer is (or becomes) a Covered Entity or Business Associate, each as defined in HIPAA, Customer agrees not to use the Products and Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received express prior written consent to such use from Google. As between the parties, Customer is solely responsible for any applicable compliance with HIPAA.

    iii. Customer may not use the Products and Services in connection with the operation of nuclear facilities, air traffic control, life support systems or other activities where the failure of the Products and Services could lead to death, personal injury or environmental damage ("High Risk Activities").

    iv. Customer may not, and may not allow third parties under its control to:

    (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Products and Services.

e. Data Processing and Security
    i. Customer agrees to follow the Data Processing and Security Terms:
        https://cloud.google.com/terms/data-processing-terms/partner/

f. Federal Risk and Authorization Management Program (FedRAMP) Provisional ATO. Provider's Google Cloud Platform received a FedRAMP Moderate Provisional Authority to Operate (ATO) for the Joint Authorization Board (JAB). Provider, Reseller, and Distributor are not liable for any damages, claims, or causes of action that arise from the loss of or failure to maintain the ATO. Customer's sole remedy in connection with the loss or failure to maintain the ATO will be Customer's ability to terminate use of Provider's Google Cloud Platform Service.

3. **Support.**

a. Service Level Agreements. Google will provide the Products and Services in accordance with the applicable Service Level Agreement ("SLA"), if any, set forth at the following URLs (or such other URL as Google may provide):

    i. Google App Engine: https://cloud.google.c om/appengine/sla;

    ii. Google Cloud SQL: https://cloud.google.com/sql/sla;

    iii. Google Cloud Storage: https://cloud.google.com/storage/sla;

    iv. Google Prediction API & Big Query: https://cloud.google.com/bigquery/sla;

    v. Google Compute Engine: https://cloud.google.com/compute/sla;

    vi. VPN: https://cloud.google.com/vpn/sla;

    vii. Google Cloud DNS: https://cloud.google.com/dns/sla;

    viii. Google Cloud Datastore: https://cloud.google.com/datastore/sla;

To any extent that Google or its licensors or suppliers fail to comply with the applicable SLAs, Customer will only be eligible to receive those remedies set forth in the SLA for the applicable Product and Service and Customer must request such remedies directly from Google.

b. **Technical Support Services**. Partner will be primarily responsible for providing technical support to Customer in accordance with the Technical Support Services Guidelines ("TSSG") related to a specific Product and Service as made available at the following URL: https://cloud.google.com/terms/tssg/ To the extent that Partner cannot resolve a support issue, then Partner or Customer may escalate support to Google and Google will provide Customer support solely in accordance with the Technical Support Services Guidelines for the applicable Product and Service.

4. **Warranty Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTNER AND ITS LICENSORS AND SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PARTNER AND ITS LICENSORS AND SUPPLIERS ARE NOT

RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE PRODUCTS AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA. NEITHER PARTNER NOR ITS LICENSORS OR SUPPLIERS, WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE PRODUCTS AND SERVICES WILL BE ERROR- FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE PRODUCTS AND SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

5. **Damages**.

   a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR PARTNER'S LICENSOR NOR SUPPLIERS, WILL BE LIABLE UNDER THIS EULA FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

   b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR PARTNER NOR ITS LICENSORS NOR SUPPLIERS, MAY BE HELD LIABLE UNDER THIS EULA FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO PARTNER UNDER THIS EULA DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

   c. Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, indemnification obligations, or Customer's payment obligations.

6. **Indemnity:**

   a. IP Indemnity. Partner will extend to Customer any pass-through indemnification coverage offered by its licensors and suppliers against liabilities arising solely from a third party allegation that the use of Google's technology used to provide the Products and Services (excluding any open source software), or any Google Brand Feature, infringes or misappropriates such third party's patent, copyright, trade secret, or trademark.

   b. Customer will defend and indemnify Partner against all damages and costs of whatever nature arising from:
      i. Customer's infringement of any third party's' Intellectual Property Rights

      ii. Customer breach of its obligations under this Agreement

      iii. Liability arising from Customers data maintained or submitted by Customer pursuant to this agreement.

      iv. Any acts or omissions of Customer, its employees and agents in performance of this Agreement,

v. Customer's use of Domain Names; or

vi. Customer's violation of the Acceptable Use Policy.

7. Termination and Suspension.

a. <u>Term.</u> Subject to Customer's payment of the applicable fees, the Initial Term will start on the EULA Effective Date and continue for a period of 12 months, unless terminated earlier in accordance with the terms and conditions of this EULA.

b. <u>Auto Renewal.</u> At the end of the Initial Term and each anniversary of the Initial Term, this EULA will automatically renew for a successive twelve month period unless either party gives 30 days written notice of its intent not to renew (each 12-month period a "Renewal Term").

c. <u>Termination for Breach.</u> Either party may suspend or terminate this EULA for breach if: (i) the other party is in material breach of this EULA and fails to cure that breach within 30 days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (iii) the other party is in material breach of this EULA more than two times notwithstanding any cure of such breaches. Customer may not engage in any illegal or deceptive trade practices or any other behavior prohibited by this EULA. If Partner becomes aware of any Customer engagement in illegal or deceptive trade practices or any other behavior prohibited by this EULA, Partner may terminate Products and Services of Customer for breach pursuant to this Section.

d. <u>Termination Due to Applicable Law.</u> Partner may terminate this EULA immediately upon written notice if Partner: (i) reasonably determines that it is impracticable to continue providing the Products and Services in light of applicable laws; or (ii) believes, in good faith, that Customer has violated or caused Partner or Google to violate any commercial or public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt practices Act of 1977 and the UK Bribery Act of 2010 (collectively, "Anti-Bribery Laws").

e. <u>Effect of Termination.</u> If the EULA expires or is terminated, then: (i) the rights granted by one party to the other will cease; (ii) all fees owed by Customer to Partner shall be due upon receipt of the final invoice; (iii) Customer will delete all proprietary computer software provided Google or its licensors or suppliers in connection with the Products and Services, any Application or Project, and Customer Data; (iv) upon request, each party will use commercially reasonable efforts to return or destroy the other party's Confidential Information; and (v) each party will provide reasonable transition assistance to the other party.

f. <u>Suspension/Removals.</u> If Partner becomes aware that any Application, Project, or Customer Data violates the Acceptable Use Policy set forth at https://cloud.google.c om/cloud/terms/aup ("AUP"), Partner will immediately suspend the Application, Project, or Customer's access and/or remove the relevant Customer Data or (as applicable). Customer acknowledges and agrees that if Partner

somehow fails to suspend or remove as noted in the prior sentence, then Google may directly suspend Customer's accounts for the applicable Products and Services, disable the Project or Application, or disable the accounts (as may be applicable) until the AUP violation is corrected.

g. <u>Emergency Security Issues</u>. Despite the foregoing, if Customer or Customer's end users use the Products and Services in violation of the AUP in a manner which could: (a) disrupt (i) the Products and Services; (ii) third parties' use of the Products and Services; or (iii) the Google network or servers used to provide the Products and Services; or (b) permit unauthorized third party access to the Products and Services (collectively and individually, an "Emergency Security Issue"), then Customer acknowledges and agrees that Google may automatically suspend the offending Customer account, Application, or Project. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or resolve the Emergency Security Issue. If Google suspends a Customer Application, Project, or account, for any reason, without prior notice to Partner or Customer, then Google will provide Partner with the reason for the suspension as soon as reasonably possible.

8. **Privacy and Data Protection.**

a. <u>Consent to Processing</u>. Customer acknowledges and agrees that Google is a processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the Directive 95/46/EC of the European Parliament and of the Council on the protection of Individuals with Regard to the processing of personal Data and on the free movement of such data (the "EU Directive"). Customer agrees that Customer is responsible for obtaining and maintaining any consents necessary to permit the processing of Customer Data under this EULA and that Customer will to obtain and maintain such consents.

b. To the extent that performance under this EULA requires Google to process any personal data on Customer's behalf (as the terms "personal data" and "process" are defined in the EU Directive) Partner will:

i. comply with, and only act on, instructions from and on behalf of Customer regarding the processing of personal data;

ii. not process that personal data for any purpose other than the performance of the obligations under this EULA;

c. ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that personal data and against loss or destruction of, or damage to, that personal data;

i. ensure the reliability of, and be responsible for, all of Partner's employees, agents and contractors who will have access to that personal data;

ii. not, by any act or omission, place Customer or Google in breach of Data Protection Legislation;

iii. inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, that personal data;

iv. ensure that any third party sub-contractor engaged by Partner to process that personal data on behalf of Customer only uses and accesses that data in accordance with the terms of this EULA and is bound by written obligations requiring it to provide at least the level of data protection required under this Section; and

v. not process, or cause to be processed, that personal data outside the European Economic Area unless Partner adopts a compliance solution which achieves compliance with the terms of Article 25 of the EU Directive.

9. **Confidential Information.** The parties acknowledge and agree that one party (or its affiliate) may disclose to the other party information which is marked as confidential or would normally under the circumstances be considered confidential information ("Confidential Information"). Confidential Information does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information. The recipient of the Confidential Information of the other party will not disclose such Confidential Information, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this EULA, while using reasonable care to keep it confidential. Notwithstanding any provision to the contrary in this EULA, the recipient may also disclose Confidential Information to the extent required by applicable law or legal process; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of any legal process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual.

10. **Feedback**

   a. Use of Partner Data. Partner and Google will not access or use Customer Data, except as necessary to provide the Products and Services to Customer.

   b. Services Feedback. If Customer provides feedback or suggestions about the Products and Services ("Feedback") to Partner or Google, then Partner and/or

Google may use that information without obligation to Customer, and Customer irrevocably assigns to Partner all right, title, and interest in the Feedback.

c. Customer acknowledges and agrees that Google may contact Customer directly for the following purposes: (i) to conduct customer service and satisfaction surveys; (ii) to the extent required to provide options for continuity of the Products and Services; and (iii) for purposes related to the provisioning of the Products and Services to Customer's account, including in relation to any Products and Services updates or security incidents.

d. Except as expressly set forth in this EULA, this EULA does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google's licensors and suppliers own all Intellectual Property Rights in the Products and Services and in proprietary software supplied therewith.

11. **Reserved.**

12. **DMCA Policy.** Strictly for Customer's information, Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally or not without their input. Google responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process in the U.S. Digital Millennium Copyright Act. If Customer thinks somebody is violating Customers' copyrights and wants 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.

13. **Deprecation Policy.**

a. Customer acknowledges and agrees that Google, as ultimate owner and licensor of the Products and Services, may discontinue any Products and Services or any portion or feature of the Products and Services for any reason at any time without liability to Customer.

b. Notwithstanding the foregoing, if Google intends to discontinue or make backwards incompatible changes to those Products and Services that are specified at https://cloud.google.com/cloud/terms/deprecation ("Deprecation URL"), Google will announce such change or discontinuance and will use commercially reasonable efforts to continue to operate those versions and features of those Products and Services identified at the Deprecation URL without these changes for at least one year after that announcement, unless (as Google determines in its reasonable good faith judgment):

i. is otherwise required by law or third party relationship (including if there is a change in applicable law or relationship); or
ii. doing so could create a security risk or substantial economic or material

technical burden.

c. The above policy in this Section is the "Deprecation Policy".

14. **Federal Agency Users**. The Products and Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the Federal Acquisition Regulations ("FAR") and agency supplements to the FAR.

15. **Survival**. Sections 1, 2, 5, 6, 7, 10, 11, and 17, shall survive the termination or expiration of this EULA.

16. **Independent Contractors**. Partner and Customer are independent contractors and this EULA does not create any agency, partnership or joint venture between Partner and Customer. Customer further acknowledges and agrees that Google and Partner are independent contractors. Partner is not Google's agent or partner or in a joint venture with Google.

17. **Notices**. All notices must be in writing and addressed to the other party's primary office location and primary point of contact. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

18. **Assignment**. Neither party may assign any part of this EULA without the prior written consent of the other.

19. **Force Majeure**. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

20. **No Waiver**. Neither party will be deemed to have waived any rights by having not exercised, or by having delayed the exercise of, any rights under this EULA.

21. **Severability**. If any term, or part of a term, of this EULA is invalid, illegal, or unenforceable, the rest of the EULA will remain in effect.

22. **Amendments**. Except as set forth in Section 1 with respect to any URLs, any amendment to this EULA must be in writing, signed by both parties, and expressly state that it is amending this EULA.

23. **Entire Agreement**. This EULA, its incorporated documents, Attachment 1 and related Appendices set out the complete terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. The terms located at any URL referenced in this EULA and the Documentation are incorporated by reference into this EULA as if expressly set forth herein.

24. **Conflicting Terms**. If there is a conflict between the documents that make up this EULA, the documents will control in the following order: this EULA, and the terms at

any URL.

25. Definitions

"Acceptable Use Policy" or "AUP" means the acceptable use policy for the Services: https://cloud.google.c om/cloud/terms/aup. For the purposes of the Agreement, references to "Customer" in the AUP means Partner.

"Account" means Partner's Google Cloud Platform account, subject to those terms of service, as may be applicable.

"Application(s)" means any web application Partner or Customer creates using the Services, including any source code written by Partner or Customer to be used with the Services.

"Customer" means the entity to whom Partner sells the Services.

"Data Processing and Security Terms" means the terms set out in Attachment 1 (including its Appendices) to this Product Schedule.

"Discount" means the applicable discount in the Program Guide. No Discount will apply to third party offerings available under a separate Google Cloud Platform SKU.

"Documentation" means the Google documentation (as may be updated) in the form generally made available by Google to its customers for use with the Services, including the following:
(a) Google App Engine: https://cloud.google.com/appengine/;
(b) Google Cloud SQL: https://cloud.google.com/cloud-sql/;
(c) Google Cloud Storage: https://cloud.google.com/storage/;
(d) Google BigQuery Service: https://cloud.google.com/bigquery/;
(e) Google Compute Engine: https://cloud.google.com/compute/;
(f) Google Translate API v2: https://cloud.google.com/translate/;
(g) Google Cloud Datastore: https://cloud.google.com/datastore/;

"Emergency Security Issue" means either: (a) Partner's, Customer's or Partner End Users' use of the Services in violation of the AUP, which could disrupt: (i) the Services; (h) third parties' 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.

"Feedback" means feedback or suggestions about the Services provided to Google by Customer.

"Fees" means (a) the applicable fees set forth at http://cloud.google.com/skus for each Service less the applicable Discount, and TSS, and (b) any applicable Taxes.

"Integrated Solution" means Partner's commercial product or service offering that integrates   with the Service(s).

"Partner Data" means content provided to Google by Partner (or at its direction) via the Services under the Account.

"Partner End Users" means the individuals whom Partner or Customer permits to use the Services, Application,   or Project.

"Products" also referred to as "Services" means the Google Cloud Platform services (including any associated APIs) listed at https://cloud.google.com/cloud/services (or such other URL as Google may provide).

"Project" means a grouping of computing, storage, and API resources for Partner or Customer, through which Partner or Customer may use the Services. Projects are more fully described in the Documentation.

"Service Specific Terms" means the terms that are specific to each Service at http://www.carahsoft.com/application/files/7615/1311/1617/Google_Service_Specific_Terms.pdf For the purposes of this Product Schedule, the term "Reseller" in the Service Specific Terms means "Partner".

"SLA" means the Service Level Agreement at the following URLs (or such other URL as Google   may provide):
(a) Google App Engine: https://cloud.google.com/appengine/sla
(b) Google Cloud SQL: https://cloud.google.c om/cloud-sql/sla;
(c) Google Cloud Storage: https://cloud.google.com/storage/sla;
(d) Google Prediction API and BigQuery: https://cloud.google.com/prediction/sla;
(e) Google Compute Engine: https://cloud.google.com/compute/sla;
(f) VPN: https://cloud.google.com/vpn/sla;
(g) Google Cloud DNS: https://cloud.google.com/dns/sla;
(h) Google Cloud Datastore: https://cloud.google.com/datastore/sla

"Software" means any downloadable tools, software development kits, or other proprietary computer software provided by Google in connection with the Services, that may be downloaded by Partner or Customer, and any updates Google may make to such Software from time to time.

"Territory" means (a) the territory on the Partner Registration Form when Partner resells the Service(s) solely as integrated in Partner's Integrated Solution, or (b) the countries included on the Territory List that are within the region on the Partner Registration Form when Partner resells the Service(s) stand-alone or separately from the Integrated Solution.

"Territory List" means the list of countries at https://cloud.google.com/cloud-sales-list.

"Token" means an alphanumeric key uniquely associated with Partner's   Account.

"URL Terms" means the following URL terms: AUP, Services, Fees, SLA, Service Specific Terms and Partner TSS Guidelines