

## Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms (“General Terms”), and all Services Schedules 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 incorporating this Agreement, Google will provide the Services specified in the 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) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

- 5.2. **Legal Process.** If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. 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.
6. **Marketing and Publicity.** Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. 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 Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe 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 providing the Services 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) Any 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) Any 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 Customers, 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 or Suspension 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 according to 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. 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 Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

## 12. **Miscellaneous.**

- 12.1 **Notices.** Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent 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 Customer and Reseller.
- 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 URL Terms. The URL Terms are incorporated by reference into the Agreement.
- 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 (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other 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.
- 12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

### **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 (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) 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.

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

“Customer” means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

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

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

“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 or Software 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” means Google LLC and its Affiliates, including Google Public Sector LLC.

“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 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 Form” 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 This Agreement.

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

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule (if applicable).

“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, in the absence of any such date, 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 or limiting 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 (if applicable).

“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 Implementation Services Schedule

This Implementation Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement. 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 lawful 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. Customer will provide reasonable and timely cooperation in connection with Google’s provision of the Services. 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, Distributor or Google informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Reseller, Distributor or Google may terminate any incomplete Services and (b) in addition to Fees in Section 6(b) (Effect on Payment), Customer will pay actual costs incurred by Reseller, Distributor or Google 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.
- 1.1 Customer will reimburse expenses (a) specifically described in the applicable Reseller Order Form; or (b) up to the amounts specified as “expenses” in the applicable Reseller Order Form that are actual, reasonable, and necessary.

### 2. **Intellectual Property.**

- 2.1 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 3.2 (Google Technology) and 3.3 (Deliverables), neither party will acquire any right, title, or interest in the other party’s Background IP under this Services Schedule.

- 2.2 **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.
- 2.3 **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.
- 3. Warranties and Remedies.**
- 3.1 **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.
- 3.2 **Remedies.** Google's entire liability and Customer's sole remedy for Google's failure to provide Services that conform with Section 4.1 (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 4.1 (Google Warranty) must be made within 30 days after Google has performed the Services.
- 4. Indemnification.**
- 4.1 **Indemnification Exclusions.** General Terms Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) modifications to the Google Indemnified Materials or Customer Indemnified Materials (as applicable) by anyone other than the indemnifying party or (b) compliance with the indemnified party's instructions, design, or request for customized features.
- 4.2 **Infringement Remedies.** The remedies described in General Terms Section 9.5 (Remedies) also apply to Deliverables.
- 5. Effects of Termination.** If this Services Schedule or an Order Form under this Services Schedule expires or terminates, then:
- (a) **Effect on Services.** The rights under the Agreement granted by one party to the other regarding the Services will cease immediately except as described in this Section 6 (Effects of Termination), and Google will stop work on the Services.
- (b) **Effect on Payment.** Customer will pay for (i) Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) any remaining non-cancellable Fees. Google, Reseller, or Distributor will send Customer a final invoice for payment obligations under the Order Form.
- (c) **Survival.** The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 3 (Intellectual Property), 5 (Indemnification), 6 (Effects of Termination), and 9 (Additional Definitions).
- 6. RESERVED.**
- 7. Termination of Previous Agreements.** If Reseller, Distributor or Google and Customer have

previously entered into an agreement for Google to perform similar implementation services (including a Professional Services Agreement), then that agreement will terminate on the date of the last party's signature effectuating this Services Schedule, and the Agreement will govern the provision and use of the Services going forward.

## **8. 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.

**"Covered Affiliate"** means an Affiliate receiving the Services under this Services Schedule.

**"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 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, statement of work, or other document issued by Reseller, Distributor, or Google under the Agreement, including data sheets associated with Services described in the order form, and executed by Customer and Reseller or Distributor, specifying the Services Google will provide to Customer.

**"Personal Data"** means personal data that: (a) has the meaning given to it in: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR"); or (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force ("UK GDPR"), as applicable; and (b) would cause Google to be subject to the EU GDPR or the UK GDPR (as applicable) as a data processor for Customer.

**"Personnel"** means a party's and its Affiliates' respective directors, officers, employees, agents, and subcontractors.

**"Prices"** means the applicable prices described in the applicable Reseller Agreement or Distributor Agreement.

**"Services"** means the then-current advisory and implementation services described at <https://g.co/cloudpsoterm>s and an applicable Order Form 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.htm>