

Google Cloud Master Agreement - U.S. Public Sector

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms (“General Terms”), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master Agreement (collectively, the “Agreement”). This Agreement is entered into by **Google Public Sector LLC**, with offices at 1900 Reston Metro Plaza #1600, Reston VA, 20190 (“Google”) and **General Services Administration**, with offices at **[Customer Address]** (“Customer”).

Google Cloud Master Agreement General Terms

1. **Services.** Google will provide the Services specified in an Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.
2. **Customer Obligations.**
 - 2.1 **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer’s use and receipt of the Services and (b) Customer’s provision of data (including Customer Data) under the Agreement, and Google’s accessing, storing, and processing of such data in accordance with 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 to or use of the Services, and (c) promptly notify Google of any unauthorized access to or use of 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 or TSS (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. In addition to any Suspension rights in the applicable Services Schedule(s), Google may immediately Suspend all or part of Customer's use of the Services if Customer is in breach of this section 2.3. Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.
3. **Payment Terms.**
 - 3.1 **Payment.** Google will invoice Customer for the Fees. Customer will pay Google all properly invoiced amounts by the Payment Due Date. All payments are due in United States dollars. Wire transfer payments must include the bank information described in the invoice.
 - 3.2 **Taxes.** If Google is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Google, unless Customer provides Google with a valid tax exemption certificate in respect of those Taxes.
 - 3.3 **Invoice Disputes.** Customer may dispute invoiced Fees if Customer believes in good faith that Fees were inaccurately invoiced (an “Invoice Dispute”). Invoice Disputes must be submitted to collections@google.com and identify all disputed amounts and the reasons for dispute. Google will

review in good faith all Invoice Disputes, and will provide Customer an explanation of Fees due following such review (an “Invoice Dispute Report”). If an Invoice Dispute is submitted before the Payment Due Date, then notwithstanding Section 3.1 (Payment), (a) Customer must only pay the amounts not subject to the Invoice Dispute, and (b) unpaid Fees stated in an Invoice Dispute Report to be accurately invoiced are due within 30 days after delivery of such report. If an Invoice Dispute is submitted after the Payment Due Date and the Invoice Dispute Report states that Fees paid were incorrectly invoiced, then Google will issue a credit equal to the agreed amount.

3.4 Overdue Payments.

(a) If Customer’s payment is overdue, then Google may charge interest on overdue amounts in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315 from the Payment Due Date until paid in full.

(b) Reserved.

3.5 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then (a) Google will invoice Customer without a purchase order number and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order are void, unless bilaterally agreed to and signed by both parties.

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, Customer hereby grants to Google a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Feedback, including the right to sublicense such rights through multiple tiers, alone or in combination. The foregoing license applies regardless of whether Customer has designated the Feedback as Confidential Information. For the avoidance of doubt, Customer Confidential Information that is not about the Services will not be considered Feedback. Google acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

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. In addition, Google will protect Customer Data as further described in the applicable Services Schedule. 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 disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request disclosure

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. Notwithstanding the foregoing, subsections (a) to (d) above will not apply in exceptional circumstances involving an imminent threat to life or risk of serious physical injury.

- 5.3 **FOIA Laws.** The parties acknowledge that Customer may be subject to and required to comply with a Freedom of Information Act or similar open records or "transparency" law concerning the disclosure of information (collectively, "FOIA Laws"). Customer will also notify Google in writing before releasing any Google Confidential Information with sufficient time to enable Google to seek a protective order or other protection against disclosure as permitted under FOIA Laws.
6. **Marketing and Publicity.** Neither party may use the other party's Brand Features or issue, publish, or present a press release, blog post, speech, social media post, or investor relations call or announcement discussing Customer's use of the Services or this Agreement without the written consent of the other party, except as expressly permitted in the Agreement. Subject to the preceding sentence, Customer may state publicly that it is a Google Cloud customer and display Brand Features in accordance with the Branding Guidelines, and Google may orally state publicly that Customer is a Google Cloud customer to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. 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. **Representations and Warranties.** Each party represents and warrants that it (a) has full power and authority to enter into the Agreement and (b) will comply with all laws applicable to its provision, receipt, or use of the Services and TSS, as applicable.
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. **Obligations.**
- 9.1 **Google Indemnification Obligations.** Google will have the right to intervene to 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 9.2 **Customer Obligations.** Customer represents, warrants, and covenants that (i) Customer's and any End Users' use of the Services, Customer Responsibility Materials, and Feedback will not violate this Agreement or applicable law; (ii) Customer Responsibility Materials or Feedback, the combination of Customer Responsibility Materials or Feedback with other applications, content, or processes, or the use, development, design, production, advertising, or marketing of Customer Responsibility Materials or Feedback, do not and will not infringe or misappropriate any third-party rights; and (iii) Customer's use of the Services will not cause harm to any End Users.
- 9.3 **Exclusions.** Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer 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 Responsibility 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.

(a) Customer must promptly notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, Google's obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.

(b) Customer must tender control of the indemnified portion of the Third-Party Legal Proceeding to Google, subject to the following: (i) Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Customer to admit liability, pay money, or take (or refrain from taking) any action, will require 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 alternative that has materially equivalent functionality.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable and Customer is not a U.S. Federal Government agency or instrumentality, 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 proportionally to Customer's spend on the terminated Services in the 12 months preceding the termination of the Services.

(c) U.S. Federal Government. If Google does not believe the remedies in Section 9.5(a) are adequate or commercially reasonable, and Customer is a U.S. Federal Government agency or instrumentality, Google reserves its right(s) under 28 U.S.C. § 1498 to pursue remedies as permitted by federal law.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Obligations) 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 (Obligations).

10. Liability.

10.1 Limited Liabilities.

(a) **Exclusions.** 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) **Limitation on Amount of Liability.** 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.

(c) **Remediation-Related Costs.** Notwithstanding Section 10.1(a) (Exclusions), Customer may recover Remediation-Related Costs that directly result from a Security Obligation Breach, subject to the limitations in Section 10.1(b) (Limitation on Amount of 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 (Obligations);
- (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. **Insurance.** Google will maintain insurance coverage as follows during the Term:

11.1 **Types.**

- (a) **Commercial General Liability Insurance.** Google will maintain commercial general liability insurance that includes, but is not limited to, coverage for bodily injury, property damage, and products/completed operations arising out of the Agreement, with limits at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Customer will be included as an additional insured under Google's commercial general liability insurance policy.
- (b) **Workers' Compensation and Employer's Liability Insurance.** Google will maintain workers' compensation insurance as required by any applicable law or regulation, as well as employer's liability insurance, in an amount at least \$1,000,000 per accident.
- (c) **Professional Liability Insurance.** Google will maintain professional liability insurance in an amount at least \$2,000,000 per claim and in the aggregate.
- (d) **Umbrella/Excess Insurance.** Google will maintain an umbrella insurance policy, on an occurrence basis, providing coverage in excess of primary coverage, commercial general liability and employer's liability, in an amount at least \$2,000,000 per occurrence and in the aggregate.
- (e) **Cyber Insurance.** Google will maintain cyber insurance coverage under its Errors and Omissions policy, with limits of at least \$2,000,000 for actual or alleged acts, errors, or omissions committed by Google, its employees, or agents.

11.2 **Self Insurance.** Google may satisfy the insurance requirements in this Section 11 (Insurance), in whole or in part, through a corporate-wide self-insurance or deductible program.

11.3 **Waiver of Subrogation.** Google will obtain a waiver of rights of subrogation regarding the Commercial General Liability insurance and Workers' Compensation and Employer's Liability insurance by each insurer in favor of Customer.

11.4 **Certificates of Insurance.** Upon request by Customer, Google will provide Customer with certificates of insurance evidencing the insurance coverage required by this Section 11 (Insurance). The certificates of insurance will provide that the policies will not be canceled without providing notice in accordance with the policy provisions.

12. **Term and Termination.**

- 12.1 **Agreement Term.** The Agreement is effective from the Effective Date until it is terminated in accordance with its terms (the "Term").
- 12.2 **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 any reason with 30 days' prior written notice to Google, in accordance with 52.212-4(l), or immediately upon notice to Google if necessary to comply with law or if directed by a Regulator.
- 12.3 **Termination for Breach.**
- (a) **Reserved.**
- (b) **Termination of the Agreement.** Either party may terminate the Agreement if the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice. Customer may terminate the Agreement upon notice to Google if Google (i) ceases its business operations or (ii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days. This subsection 12.3(b) does not apply if Customer is a U.S. Federal Government agency or instrumentality.
- 12.4 **Reserved.**
- 12.5 **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) Google 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.
- 12.6 **Survival.** The following Sections will survive expiration or termination of the Agreement: Section 3 (Payment Terms), Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Obligations), Section 10 (Liability), Section 12 (Term and Termination), Section 13 (Miscellaneous), Section 14 (Definitions), and any additional sections specified in the applicable Services Schedule.

13. **Miscellaneous.**

- 13.1 **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.
- 13.2 **Emails.** The parties may use emails to satisfy written approval and consent requirements under the Agreement.
- 13.3 **Assignment.** Neither party may assign the Agreement without the written consent of the other, except to an Affiliate in accordance with the provisions set forth at FAR 42.1204 where (a) the assignee has agreed in writing to be bound by the terms of the Agreement, (b) the assigning party has notified the other party of the assignment, and (c) if Customer is the assigning party, the assignee is established in the same country as Customer. Any other attempt to assign is void.
- 13.4 **Change of Control.** If a party experiences a change of Control other than an internal restructuring or reorganization, then (a) that party will give written notice to the other party within 30 days after the

change of Control and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.

- 13.5 Force Majeure. In accordance with FAR Clause 52.212-4(f), 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.
- 13.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.
- 13.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.
- 13.8 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.
- 13.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 13.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.
- 13.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.
- 13.12 Governing Law.
- (a) For U.S. City, County, and State Government Entities. If Customer is a U.S. city, county, or state government entity, all claims arising out of or relating to the Agreement or the Services will be governed by California law, excluding that state's conflict of laws rules, applying Federal procurement law, including statutes, regulations and case law, and will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal jurisdiction in those courts.
- (b) For U.S. Federal Government Entities. If Customer is a U.S. Federal Government agency or instrumentality and subject to applicable federal laws, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES, SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW.
- (c) For All Other Entities. All claims arising out of or relating to the Agreement or the Services will be governed by California law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal jurisdiction in those courts.
- 13.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.
- 13.14 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.

- 13.15 Entire Agreement. The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The URL Terms are incorporated by reference into the Agreement.
- 13.16 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 Terms, the applicable Order Form, the applicable Services Schedule, the General Terms, and any remaining URL Terms.
- 13.17 Conflicting Languages; Currencies. 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. Unless otherwise specified, all references to “\$” in the Agreement refer to United States dollars.
- 13.18 Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 13.19 Electronic Signatures. The parties consent to electronic signatures.
- 13.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.
- 13.21 Customer Access Through Third-Parties. If Customer is accessing or using the Services through a reseller), the Effective Date of the Agreement means the earlier of (i) the effective date of the agreement under which Customer purchases the Services from the reseller, or (ii) the date Customer first accesses or uses the Services.
- 13.22 Regulated Workloads. Assured Workloads is a Service that provides customers with the ability to apply security controls in support of compliance requirements. Customer may be required to use Assured Workloads to meet certain regulatory requirements in accordance with the Assured Workloads Documentation, currently available at: <https://cloud.google.com/assured-workloads/docs>. Customer is responsible for selecting and using the Services supported by Assured Workloads in accordance with the Documentation and Service Specific Terms.
- 13.23 U.S. Government Rights. The Services are ‘commercial products’ or ‘commercial services’ as these terms are defined in FAR 2.101. For U.S. Government agencies other than the Department of Defense, the U.S. Government’s rights in any ‘technical data,’ ‘computer software’ or ‘computer software documentation’ (each as defined in FAR 52.227-14(a) (May 2014)) provided or used under this Agreement will be governed by the terms of this Agreement pursuant to FAR 12.211 and 12.212. For U.S. Department of Defense agencies, the U.S. Government’s rights in any ‘technical data,’ ‘computer software’ or ‘computer software documentation’ (each as defined in DFARS 225.227-7013(a) (Mar 2023)) provided or used under this Agreement will be governed by the terms of this Agreement pursuant to DFARS 227.7202-1.
- 13.24 Federal Acquisition Regulation (“FAR”) Clauses. The following clauses are incorporated into the Agreement by reference if Customer is U.S. Federal Government agency or instrumentality.
- (a) FAR 52.212-4. The following subclauses of FAR 52.212-4 (Nov 2023) and GSAR Clause 552.212-4 (DEVIATION FAR 52.212-4) (JAN 2023) are incorporated in the Agreement and URL Terms by reference:
- FAR 52.212-4(b), *Assignments*;

FAR 52.212-4(d), *Disputes*;
FAR 52.212-4(g), *Invoice*;
FAR 52.212-4(i), *Payment*;
FAR 52.212-4(q), *Other compliances*;
FAR 52.212-4(r), *Compliance with laws unique to Government contracts*;
GSAR 552.212-4(u) *Unauthorized Obligations*; and,
GSAR 552.212-4(w) *Commercial supplier agreements unenforceable clauses.*”

The Agreement will be considered an addendum under FAR 52.212-4(s)(4).

- (b) FAR 52.212-5. The following FAR clauses referenced in FAR 52.212-5 (Jan 2025) are incorporated in the Agreement by reference:

FAR 52.222-50, *Combating Trafficking in Persons (Nov 2021)*;
FAR 52.233-3, *Protest After Award (Aug 1996)*;
FAR 52.233-4, *Applicable Law for Breach of Contract Claim (Oct 2004)*;
FAR 52.203.13, *Contractor Code of Business Ethics and Conduct (Nov 2021)*;
FAR 52.219-8, *Utilization of Small Business Concerns (Oct 2022)*;
FAR 52.222-3, *Convict Labor (June 2003)*;
FAR 52.222-35, *Equal Opportunity for Veterans (Jun 2020)*; and
FAR 52.222-36, *Affirmative Action for Workers with Disabilities (Jun 2020)*.

14. 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 Services Schedule (if applicable).

“BAA” or “Business Associate Agreement” is an amendment to the 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.

“Branding Guidelines” means Google’s then-current Google branding guidelines at https://services.google.com/fh/files/misc/external_customer_co_branding_eligibility.pdf, as may be updated by Google from time to time.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under or in connection with 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 an entity.

“Covered Affiliate” means a Customer Affiliate that uses the Services under the Agreement.

“Customer Application” means a software program that Customer creates, integrates, or hosts with the Services.

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

“Customer Responsibility Materials” has the meaning described in the applicable Services Schedule, and includes any reference to Customer Indemnified Materials.

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

“Delegates” means Recipient’s and its Affiliates’ respective employees, agents, subcontractors, and professional advisors.

“Effective Date” means the date of the last party’s signature of the General Terms.

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

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services, Software, TSS, and (if applicable) Third-Party Offerings used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

“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 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” means the email address(es) designated by Customer in the Admin Console, or if none exists, the applicable Order Form.

“Order Form” means (a) an order form, statement of work, or other ordering document issued by Google under the Agreement and executed by Customer and Google, or (b) an order placed by Customer via a Google

website or the Services, in each case specifying the Services Google will provide to Customer under 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.

“Payment Due Date” means 30 days from the invoice receipt date.

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

“Regulator” means any financial, prudential, or resolution authority, regulator, or supervisory body established under applicable law or regulation with supervisory authority over Customer or Customer Affiliate.

“Remediation-Related Costs” means (a) reasonable costs incurred by Customer for (i) the preparation and transmission of legally required notifications to affected individuals, (ii) the establishment of a call center, and (iii) credit monitoring services, not to exceed 12 months; and (b) actual costs of payments, fines, penalties, sanctions, or other liabilities imposed on Customer by a court, tribunal, arbitration panel, or government agency, and Customer’s associated reasonable attorneys’ fees and court costs.

“Security Obligation Breach” means Google’s breach of its obligations under the Security Measures of the Data Processing Terms applicable to the Services ordered under the Google Cloud Platform Services Schedule or the Google Workspace Services Schedule, where such breach results in unauthorized (a) disclosure of Customer Data to a third party or (b) access to Customer Data by a third party.

“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” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule, available at the following URLs:

Google Cloud Platform Services Schedule	https://cloud.google.com/gcp-schedule/20250121
Google Workspace Services Schedule	https://workspace.google.com/workspace-schedule/20250121
Implementation Services Schedule	https://cloud.google.com/pso-schedule/20250121
Looker Services Schedule	https://cloud.google.com/looker-schedule/20250121

The Services Schedules are each incorporated into the Agreement by reference when an applicable Service is ordered, accessed, or used by Customer.

“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).

“Third-Party Offerings” has the meaning described in the Services Schedule (if applicable).

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

“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.