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 End User License Agreement (EULA) are inconsistent with Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders under this EULA.

Under this Agreement, which is incorporated 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 Appendix 1 and 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 Appendix 2 and ___ ("Service Specific Terms"). 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. 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. Google shall make Partner aware of any material change to the URL Terms and Partner shall deliver the revised terms and conditions to the GSA's and the Customer's Contracting Officer.

      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 at Appendix 3 and
      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 Appendix 4 and 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 the GSA Multiple
      Award Schedule (MAS) Contractor ("Partner").

   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 Appendix 5 and 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.

7. **Termination and Suspension.**

   a. Term. 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 or the GSA MAS Contract.

   b. Suspension/Removals. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will give Customer notice of such violation by requesting that Customer correct the violation. If Customer fails to correct such violation within 72 hours, or if Google is otherwise required by law to take action, then Google may Suspend all or part of Customer's use of the Services.

   c. Emergency Security Issues. 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 Partner 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 Partner suspends a Customer Application, Project, or account, for any reason, without prior notice to Partner or Customer, then Partner will provide Partner with the reason for the suspension as soon as reasonably possible.

8. **Privacy and Data Protection.**

   a. Consent to Processing. 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 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. **Pricing and Payment Terms.** Customer Payment terms shall be as set forth in the Federal Supply Schedule.

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. (Appendix 7).

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 as set forth in the Master Agreement. 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 the GSA Contracting Officer and GSA MAS Contactor, 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.

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 Appendix 3 (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 in the GSA MAS Contract or at http://cloud.google.com/skus, as applicable, 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 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.

Appendix 2

Service Specific Terms

Capitalized terms not defined in these Service Specific Terms have the meaning set forth in the Google Cloud Platform License Agreement between Customer and Google or the Google Cloud Platform Reseller Agreement between Reseller and Google or the Google for Work & Google for Education Commercial Partner Agreement between Google and Partner (as applicable, "Agreement"). For the purpose of these Service Specific Terms, if the Agreement is the Google Cloud Platform Reseller Agreement, or the Google for Work & Google for Education Commercial Partner Agreement, then: (i) the term "Customer" as used herein means Customer and/or Reseller or Partner (as applicable) based on which entity is accessing the applicable Service, and (ii) the term "Customer" as used herein means "Reseller or Partner (as applicable)" for Sections 14.1, and 16.11-16.13.

1. Google App Engine

The following terms apply only to the Google App Engine Service:

1.1 Data Storage. Customer may select via the Service whether the Core App Engine Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("App Engine Data Location Setting").

1.2 Transient Storage. Core App Engine Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

1.3 Limitations. No App Engine Data Location Setting will apply to Core App Engine Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

2. Google Cloud Bigtable

The following terms apply only to the Google Cloud Bigtable Service:

2.1 <u>Data Storage</u>. Customer may select via the Service whether the Core Cloud Bigtable Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("<u>Cloud Bigtable Data Location Setting</u>").

2.2 <u>Transient Storage</u>. Core Cloud Bigtable Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

2.3 <u>Limitations</u>. No Cloud Bigtable Data Location Setting will apply to Core Cloud Bigtable Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

3. Google Cloud Storage

The following terms apply only to the Google Cloud Storage Service:

3.1 <u>Data Storage</u>. Customer may select via the Service whether the Core Cloud Storage Customer Data will be stored in: (a) either the United States or the European Union, and Google will store it accordingly; or (b) another location setting offered by the Service, and Google will not move it outside the location selected without notifying Customer, except to comply with laws (including government requests) ((a) and (b) together, "<u>Cloud Storage Data Location Setting</u>").

3.2 <u>Transient Storage</u>. Core Cloud Storage Customer Data may be stored transiently or cached anywhere where Google or its agents maintain facilities.

3.3 <u>Limitations</u>. No Cloud Storage Data Location Setting will apply to Core Cloud Storage Customer Data copied or moved by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

4. Google Cloud SQL

The following terms apply only to the Google Cloud SQL Service:

4.1 <u>Data Storage</u>. Customer may select via the Service whether the Core Cloud SQL Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("<u>Cloud SQL Data Location Setting</u>").

4.2 <u>Transient Storage</u>. Core Cloud SQL Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

4.3 <u>Limitations</u>. No Cloud SQL Data Location Setting will apply to Core Cloud SQL Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

5. Google Compute Engine

The following terms apply only to the Google Compute Engine Service:

5.1 <u>Data Storage</u>. Customer may determine via the Service for each disk resource whether the Core Compute Engine Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("<u>Compute Engine Data Location Setting</u>").

5.2 <u>Transient Storage</u>. Core Compute Engine Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

5.3 <u>Limitations</u>. No Compute Engine Data Location Setting will apply to Core Compute Engine Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

5.4 <u>Additional Security</u>. If Customer requires greater than eight static IP addresses, Customer consents to Google filing a SWIP report and registering these static IP addresses with ARIN. Google reserves the right to log DNS lookups, as well as source and destination IP addresses, for security purposes.

5.5 <u>Sustained Usage Discounting</u>. Any credits provided to Customer in connection with

Sustained Usage Discounting have no cash value and can only be applied to offset future Google Compute Engine Fees. Upon termination or expiration of a Customer's Agreement, such credits will expire.

5.6 Use of Google Cloud Marketplace (or Google Cloud Launcher). If Customer uses Google Compute Engine tools or APIs to deploy or otherwise use any software or services from Google Cloud Marketplace (or Google Cloud Launcher), then Customer's related deployment or use will be subject to the Google Cloud Marketplace Terms of Service.

5.7 Docker Hub. If Customer or Customer's End Users requests container(s) from the Docker Hub for its Cloud Platform Project or Application, Customer instructs Google to cache a copy of such container in the Google Container Registry for future use.

6. Google Container Engine and Google Container Registry Service

The following terms apply only to the Google Container Engine Service and the Google Container Registry Service:

If Customer or Customer's End Users requests container(s) from the Docker Hub for its Cloud Platform Project or Application, Customer instructs Google to cache a copy of such container in the Google Container Registry for future use.

7. Google Cloud Translation API

The following terms apply only to the Google Cloud Translation API (v1, v2, or any subsequent version/release) Service:

7.1 No Data Return. Customer Data will not be returned to Customer, whether the Customer Data is physically shipped to Google, or entered by Customer or Google into this Service.

7.2 HTML Markup Requirements and Attribution Requirements. Customer will comply with the HTML Markup Requirements found at https://cloud.google.com/translate/markup and the attribution requirements found at https://cloud.google.com/translate/attribution

7.3 No Use of this Service with Embedded Device Applications or to Create a Similar Service. Customer will not, and will not allow third parties under its direction to: (i) use this Service to create, train, or improve (directly or indirectly) a similar product or service, including any other

machine translation engine, (ii) use or retain translated text or any other data from this Service for the purpose of creating, training, or improving (directly or indirectly) a translation system, product, or service, or (iii) integrate this Service with any applications for any embedded devices such as cars, TVs, appliances, or speakers without Google's prior written permission. This Service can only be integrated with applications for the following personal computing devices: smartphones, tablets, laptops, and desktops. In addition to any other available remedies, Google may immediately suspend or terminate Customer's use of this Service based on any suspected violation of these terms.

8. Google Cloud Datastore

The following terms apply only to the Google Cloud Datastore Service:

8.1 <u>Data Storage</u>. If applicable, Customer may have an option to select via the Service whether the Core Datastore Customer Data will be stored in either the United States or the European Union, and Google will store it according to the option selected ("<u>Datastore Data Location Setting</u>").

8.2 <u>Transient Storage</u>. Core Datastore Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

8.3 <u>Limitations</u>. No Datastore Data Location Setting will apply to Core Datastore Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

8.4 <u>Documentation</u>. Documentation for Google Cloud Datastore is set forth at: https://cloud.google.com/datastore.

8.5 <u>SLA</u>. The SLA for Google Cloud Datastore is set forth at Appendix and https://cloud.google.com/datastore/sla (if applicable).

9. Google Cloud DNS

9.1 <u>SLA</u>. The SLA for Google Cloud DNS is set forth at Appendix 4 and https://cloud.google.com/dns/sla (if applicable).

10. VPN

10.1 <u>SLA</u>. The SLA for VPN is set forth at Appendix 4 and https://cloud.google.com/vpn/sla (if applicable).

11. Google Cloud Security Scanner

The following terms apply only to the Google Cloud Security Scanner Service:

Customer acknowledges that Google Cloud Security Scanner may cause unexpected and undesirable behavior to occur on Customer's Application and may not be suitable for use in a production environment. Google Cloud Security Scanner will not detect all vulnerabilities in Customer's Application. Customer may use Google Cloud Security Scanner only to scan Google Cloud Platform Applications for which Customer has permission to do so from the Application owner. Traffic generated by the Scanner will count towards standard billing and quotas.

12. Google Cloud Platform Machine Learning Group

The following terms apply only to Google Cloud Speech API, Google Cloud Vision API, Google Prediction API, and future Google Cloud Platform Machine Learning Services specifically listed in the "Google Cloud Platform Machine Learning Services Group" category on the Google Cloud Platform Services Summary page:

Customer will not, and will not allow third parties to: (i) use these Services to create, train, or improve (directly or indirectly) a similar or competing product or service or (ii) integrate these Services with any applications for any embedded devices such as cars, TVs, appliances, or speakers without Google's prior written permission. These Services can only be integrated with applications for the following personal computing devices: smartphones, tablets, laptops, and desktops. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will give Customer notice of such violation by requesting that Customer correct the violation. If Customer fails to correct such violation within 72 hours, or if Google is otherwise required by law to take action, then Google may Suspend all or part of Customer's use of the Services. Customer will provide Google with any assistance Google requests to reasonably confirm compliance with these terms (including interviews with Customer employees and inspection of Customer source code, model training data, and engineering documentation). These terms will survive termination or expiration of the Agreement.

13. Google BigQuery Service

The following terms apply only to the Google BigQuery Service:

13.1 Data Storage. If applicable, Customer may have an option to select via the Service whether the Core BigQuery Customer Data will be stored in the European Union, and Google will store it accordingly ("BigQuery Data Location Setting").

13.2 Transient Storage. Core BigQuery Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

13.3 Limitations. No BigQuery Data Location Setting will apply to Core BigQuery Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

14. Cloud Platform Commitment Based Pricing and Billing

14.1 Committed Units.

a. Selection and Commitment. If applicable, Customer may have an option to request Committed Units by: (i) making a selection in the Admin Console, (ii) placing a request through a Google API or Google command line tool, (iii) placing a request through a Google Web form, or (iv) making a selection in the Ordering Document. If the GSA MAS Contractor Google accepts Customer's Committed Unit request, then notwithstanding the "Payment Terms" section of the Agreement, the GSA MAS Contractor shall invoice Customer for the Fees for those Committed Units whether or not they are used and the Committed Units may include payment of a Fee in advance of use (if set forth at the URL designating the Fees for the applicable SKU). Unless otherwise set forth at the applicable Fees URL, any use of the Services beyond the Committed Units selected will be billed at standard Fee rates. Committed Unit purchases may be made for a Committed Unit Term.

b. Cancellation and Expiration. Committed Unit purchases may not be cancelled or refunded after they are placed but if the GSA MAS Contractor (other than for Customer's material breach) terminates the Agreement or discontinues providing the Services applicable to the Committed Units, the GSA MAS Contractor will refund Customer any unused prepaid Fees following that termination applicable to those previously purchased Committed Units. If

Customer cancels a Committed Unit purchase, the GSA MAS Contractor may invoice Customer for a cancellation Fee (in an amount set forth at the URL designating the Fees for the applicable SKU or the GSA MAS Contract, as applicable). Any use of the Services after cancellation or expiration of the Committed Units will be billed at standard Fee rates. Notwithstanding the foregoing, the Customer may terminate the EULA or contract in accordance with General Services Administration Regulation (GSAR) 552.212-4(l) Termination for the Ordering Activity's Convenience.

c. No Resell or Transfer. Unless Google agrees otherwise, Customer may not resell or transfer Committed Units.

15. Additional Restrictions

15.1 Operations of Communications Services. Notwithstanding the telecommunication and call related restrictions in the "Restrictions" section of the Agreement, Customer may use the Services in connection with operating communications services under the conditions of this paragraph. Customer represents that: (a) Customer will use the Services for hosting capacity only; (b) Customer or its Customer End Users will provide, at no cost to the GSA MAS Contractor, any communications services used in connection with the Services, including transmission or transport to or from Customer End Users; and (c) Customer will obtain and maintain all necessary regulatory authorizations and approvals relating to any product or service Customer provides using the Services. Any breach of the foregoing representation will be a material breach of the Agreement.

15.2 Networking. Customer will not, and will not allow third parties under its control to: (i) use the Services to provide a service, Application, or functionality of network transport or transmission (including, but not limited to, IP transit, virtual private networks, or content delivery networks); or (ii) sell bandwidth from the Services.

16. Definitions

16.1 "Committed Purchase(s)" means Customer's commitment to spend a specified amount for use of the Services over a specified period of time, whether Customer uses those Services or not. A Committed Purchase may be made using the Admin Console or the Ordering Document (if applicable).

16.2 "Compute Engine Configuration Data" means custom attributes, project attributes, tags, resource attributes, forwarding rules, health checks, networks, firewalls, configuration information, and other information about Compute Engine resources.

16.3 "Core App Engine Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application that is running on Google App Engine, where that application accesses Google App Engine through APIs available by using the Google App Engine SDK, excluding: (a) authentication information for Customer End Users' Google accounts, (b) information about such data, such as access control lists (ACLs), configuration data, and operational data such as logs, system events, and metrics, and (c) General Google Account Information.

16.4 "Core BigQuery Customer Data" means only that Customer Data which is uploaded, imported, or created by Customer (or those authorized by Customer) and stored in a Google BigQuery table by the Google BigQuery Service, excluding: (a) authentication information for Customer End Users' Google accounts, (b) information about such Customer Data, such as access control lists (ACLs), dataset and table names, configuration data, and operational data such as logs, system events, and metrics, and (c) General Google Account Information.

16.5 "Core Cloud Bigtable Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud Bigtable tools or API for storage by Google Cloud Bigtable, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), bucket and object names, configuration data, and operational data such as logs, system events, and metrics.

16.6 "Core Cloud SQL Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud SQL tools or API for storage by Google Cloud SQL, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), instance names, configuration data, and operational data such as logs, system events, and metrics.

16.7 "Core Cloud Storage Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud Storage tools or API for storage by Google Cloud Storage, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), bucket and object names, configuration data, and operational data such as logs, system events, and metrics.

16.8 "Core Compute Engine Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Compute Engine tools or API for storage by Google Compute Engine, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), resource names, Compute Engine Configuration Data, and operational data such as logs, system events, and metrics.

16.9 "Core Datastore Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud Datastore tools or API for storage by Google Cloud Datastore, excluding (a) authentication information for Customer End Users' Google accounts, (b) information about such data, such as access control lists (ACLs), configuration data, and operational data such as logs, system events, and metrics, and (c) General Google Account Information.

16.10 "Data Location Settings" means, in aggregate, the App Engine Data Location Setting, the Cloud Bigtable Data Location Setting, the Cloud Storage Data Location Setting, the Cloud SQL Data Location Setting, the Compute Engine Data Location Setting, the Datastore Data Location Setting, and the BigQuery Data Location Setting.

16.11 "General Google Account Information" means any data provided when Customer creates its general Google account (either under a gmail.com address or an email address provided under the "Google Apps" product line).

16.12 "Package Purchase" means Customer's commitment to purchase a specified package of the Services over a specified period of time, whether Customer uses those Services or not. A Package Purchase may be made using the Admin Console or the Ordering Document (if applicable).

16.13 "Committed Units" means a specified quantity of the Services (e.g. Google App Engine Instance hours, Google Compute Engine Instances or cores, etc.) designated by Customer, for use subject to Section 14, which may include a specified machine type, region, and period of

time to use. Committed Units for BigQuery will be reserved for use by Customer. Any Google BigQuery Service SKUs with the designation "BQ-IQ" or "Reserved Capacity Units" are Committed Units.

16.14 "Committed Unit Term" means the period of time (if applicable) within the Term during which Customer may use the Committed Units purchased. The Committed Unit Term (if applicable) will be set forth at the URL designating the Fees for the applicable Committed Unit SKU, in the Ordering Document, or in the Admin Console.

17. Third Party Additional Terms

17.1 Disclaimer. Google's suppliers will have no liability arising out of or relating to the Agreement.

17.2 Red Hat Enterprise Linux. Customer's use of the Red Hat Enterprise Linux product, provided by Google in conjunction with Google Compute Engine is subject to the terms and conditions set forth in the three-page Subscription Services Agreement attached hereto and as set forth at http://www.redhat.com/licenses/cloud_cssa/.

17.3 Microsoft Products. Customer's use of the Microsoft products, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "Microsoft Products"), provided by Google in conjunction with Google Compute Engine is subject to the following terms and conditions.

a. **Additional Terms.** Google does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of which Google must inform Customer. Customer's right to use the Microsoft Products is subject to the terms of the Agreement, and to Customer's understanding of, compliance with, and consent to the following terms and conditions, which Google does not have authority to vary, alter, or amend.

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i. "Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

ii. "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

iii. "Server Software" means software that provides services or functionality on a computer acting as a server.

iv.   "Software Documentation" means any end user document included with server software.

v.   "Software Services" means services that Google provides to Customer that make available, display, run, access, or otherwise directly or indirectly interact, with the Microsoft Products.

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m. **Provision of Information to Microsoft.** Customer acknowledges that Google will provide Customer's billing country and state/province information to Microsoft. At Microsoft's request, Google may provide Microsoft the Reseller's or Partner's company name and address.

n. **Use of Subdistributors.** Resellers and Partners may only use two levels of subdistributors when reselling the Google Compute Engine offering that includes the Microsoft Products.

17.4   NVIDIA Drivers. Customer's use of NVIDIA software components provided by Google in conjunction with the Services is subject to the terms and conditions below. In addition, the following NVIDIA software components: Tesla Driver, Cuda Toolkit, cuDNN, NVENC, NVCUVID, NVML and nvidia-aml, may be used solely with the Services for compute and offline graphics purposes.

<div align="center">NVIDIA CLOUD END USER LICENSE AGREEMENT</div>

<div align="center">**Release Date: August 25, 2016**</div>

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8. TERM AND TERMINATION. This EULA and your license rights hereunder shall become effective upon the Effective Date and shall remain in effect for the duration of your licenses, unless earlier terminated as provided in this section. This EULA may be terminated upon written notice in the event of breach of any of the terms of this EULA. Termination of this EULA shall not release the parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA to survive termination. Notwithstanding the foregoing, the party terminating this EULA shall incur no additional liability merely by virtue of such termination. Termination of this EULA regardless of cause or nature shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby. Upon any expiration or termination of this EULA (i) you must promptly discontinue use of the Licensed Software, and (ii) you must promptly destroy or return to NVIDIA all copies of the Licensed Software and all portions thereof in your possession or control, and each party will promptly destroy or return to the other all of the other party's Confidential Information within its possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section. Sections 2 through 10 will survive the expiration or termination of this EULA for any reason.

9. CONSENT TO COLLECTION AND USE OF INFORMATION.

You hereby agree and acknowledge that the Software may access, collect non-personally identifiable information about, update, and configure your Enterprise computer systems in order to (a) properly optimize such systems for use with the Software, (b) deliver software and services, or content through the Software, (c) optimize, maintain, repair and/or administer NVIDIA products and services, and/or (d) deliver marketing communications. Information collected by the Software includes, but is not limited to, Customer System's (i) hardware configuration and ID, (ii) operating system and driver configuration, (iii) installed applications,

(iv) applications settings, performance, and usage metrics, and (iv) usage metrics of the Software. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your Enterprise systems, and that NVIDIA will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the systems (or any part of such systems) initiated through the Software; or (b) installation of any Software or third party software patches initiated through the Software.

In connection with the receipt of the Licensed Software you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by NVIDIA. NVIDIA encourages you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share personal information of individuals. NVIDIA is not responsible or liable for: (i) the availability or accuracy of such links; or (ii) the products, services or information available on or through such links; or (iii) the privacy statements or practices of sites and services controlled by other companies or organizations.

To the extent that you or members of your Enterprise provide to NVIDIA during registration or otherwise personal information, you acknowledge that such information will be collected, used and disclosed by NVIDIA in accordance with NVIDIA's privacy policy, available at URL http://www.nvidia.com/object/privacy_policy.html.

10. MISCELLANEOUS.

10.1 Compliance with Terms. During the term of this EULA and for a period of three (3) years thereafter, you will maintain all usual and proper books and records of account relating to the Licensed Software provided under this EULA and to cooperate with your cloud service provider or its Affiliates to verify your compliance with the terms of this EULA. You further agree that your cloud service provider or its Affiliates and NVIDIA may exchange information regarding your use of the Licensed Software and your compliance with the terms of this EULA.

10.2 U.S. Government Legend. The Licensed Software has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject

to the restrictions set forth in this EULA pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2701 San Tomas Expressway, Santa Clara, CA 95050.

10.3 <u>Export Control</u>. You acknowledge that the Licensed Software described under this EULA is subject to export control under the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Therefore, you may not export, reexport or transfer in-country the Licensed Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Licensed Software. By accepting this EULA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Licensed Software.

10.4 <u>General</u>. This EULA constitutes the entire agreement of the parties with respect to the subject matter hereto and supersede all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry custom. Any additional and/or conflicting terms and conditions on purchase order(s) or any other documents issued by you are null, void, and invalid. This EULA and the rights and obligations hereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of NVIDIA, and any purported assignment in violation of this provision shall be void and of no effect. NVIDIA may assign, delegate or transfer this EULA and its rights and obligations hereunder, and if to a non-Affiliate you will be notified. Each party acknowledges and agrees that the other is an independent contractor in the performance of this EULA, and each party is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither has any authority to make any statements, representations or commitments of any kind to bind the other party without prior written consent. Neither party will be responsible for any failure or delay in its performance under this EULA (except for any payment obligations) to the extent due to causes beyond its reasonable control for so long as such event of force majeure continues in effect. This EULA will be governed by and construed under the laws of the State of Delaware and the United States without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties

consent to the personal jurisdiction of the federal and state courts located in Santa Clara County, California. You acknowledge and agree that a breach of any of your promises or agreements contained in this EULA may result in irreparable and continuing injury to NVIDIA for which monetary damages may not be an adequate remedy and therefore NVIDIA is entitled to seek injunctive relief as well as such other and further relief as may be appropriate. If any court of competent jurisdiction determines that any provision of this EULA is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative. Any amendment or waiver under this EULA must be in writing and signed by representatives of both parties. Any notice delivered by NVIDIA to you under this EULA will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2701 San Tomas Expressway, Santa Clara, California 95050, United States of America, Attention: Legal Department.

GLOSSARY OF TERMS

Certain capitalized terms, if not otherwise defined elsewhere in this EULA, shall have the meanings set forth below:

a. "Affiliate" means any legal entity that Owns, is Owned by, or is commonly Owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

b. "Confidential Information" means the Licensed Software (unless made publicly available by NVIDIA without confidentiality obligations), and any NVIDIA business, marketing, pricing, research and development, know-how, technical, scientific, financial status, proposed new products or other information disclosed by NVIDIA to you which, at the time of disclosure, is designated in writing as confidential or proprietary (or like written designation), or orally identified as confidential or proprietary or is otherwise reasonably identifiable by parties exercising reasonable business judgment, as confidential. Confidential Information does not and will not include information that: (i) is or becomes generally known to the public through no fault of or breach of this EULA by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

c. "Contractor" means an individual who works primarily for your Enterprise on a contractor basis from your secure network.

d. "Documentation" means the NVIDIA documentation made available for use with the

Software, including (without limitation) user manuals, datasheets, operations instructions, installation guides, release notes and other materials provided to you under this EULA.

e. "Enterprise" means you or any company or legal entity for which you accepted the terms of this EULA, and their subsidiaries of which your company or legal entity owns more than fifty percent (50%) of the issued and outstanding equity.

f. "Feedback" means any and all suggestions, feature requests, comments or other feedback regarding the Licensed Software, including possible enhancements or modifications thereto.

g. "Intellectual Property Rights" means all patent, copyright, trademark, trade secret, trade dress, trade names, utility models, mask work, moral rights, rights of attribution or integrity service marks, master recording and music publishing rights, performance rights, author's rights, database rights, registered design rights and any applications for the protection or registration of these rights, or other intellectual or industrial property rights or proprietary rights, howsoever arising and in whatever media, whether now known or hereafter devised, whether or not registered, (including all claims and causes of action for infringement, misappropriation or violation and all rights in any registrations and renewals), worldwide and whether existing now or in the future.

h. "Licensed Software" means Software, Documentation and all modifications thereto.

i. "Open Source License" includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution of such software that the Software be (i) disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge.

j. "Software" means the NVIDIA software programs licensed to you under this EULA including, without limitation, libraries, sample code, utility programs and programming code.

Appendix 3

Data Processing and Security Terms (Partners)

Last modified: 28 February 2019 | Previous Versions

The partner agreeing to these terms ("Partner"), and Google LLC (formerly known as Google Inc.), Google Ireland Limited, Google Asia Pacific Pte. Ltd., or any other entity that directly or indirectly controls, is controlled by, or is under common control with Google LLC (as applicable, "Google"), have entered into an agreement under which Google has agreed to provide Google Cloud Platform (as described at https://cloud.google.com/terms/services) and related technical support to Partner as a reseller or supplier of Google Cloud Platform under the Program (as amended from time to time, the "Agreement").

These Data Processing and Security Terms, including their appendices (the "Terms") will be effective and replace any previously applicable data processing and security terms as from the Terms Effective Date (as defined below). These Terms supplement the Agreement.

1. Introduction
These Terms reflect the parties' agreement with respect to the terms governing the processing and security of Partner Data under the Agreement.

2. Definitions
2.1 Capitalized terms used but not defined in these Terms have the meanings set out in the Agreement. In these Terms, unless stated otherwise:

- Additional Security Controls means security resources, features, functionality and/or controls that Partner may use at its option and/or as it determines, including the Admin Console and other features and/or functionality of the Services such as encryption, logging and monitoring, identity and access management, security scanning, and firewalls.
- Agreed Liability Cap means the maximum monetary or payment-based amount at which a party's liability is capped under the Agreement, either per annual period or event giving rise to liability, as applicable.
- Alternative Transfer Solution means a solution, other than the Model Contract Clauses, that enables the lawful transfer of personal data to a third country in accordance with Article 45 or 46 of the GDPR (for example, the EU-U.S. Privacy Shield).
- Audited Services means the Services indicated as being in-scope for the relevant certification or report at https://cloud.google.com/security/compliance/services-in-scope, as may be updated by Google from time to time, provided that Google may only remove a Deprecation Policy Service from such URL if that Service has been discontinued

in accordance with the Deprecation Policy.

- Data Incident means a breach of Google's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Partner Data on systems managed by or otherwise controlled by Google. "Data Incidents" will not include unsuccessful attempts or activities that do not compromise the security of Partner Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- Deprecation Policy Service means a Service identified at https://cloud.google.com/cloud/terms/deprecation.
- EEA means the European Economic Area.
- European Data Protection Legislation means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).
- GDPR means 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.
- Google's Third Party Auditor means a Google-appointed, qualified and independent third party auditor, whose then-current identity Google will disclose to Partner.
- ISO 27001 Certification means an ISO/IEC 27001:2013 certification or a comparable certification for the Audited Services.
- ISO 27017 Certification means an ISO/IEC 27017:2015 certification or a comparable certification for the Audited Services.
- ISO 27018 Certification means an ISO/IEC 27018:2014 certification or a comparable certification for the Audited Services.
- Model Contract Clauses or MCCs mean the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.
- Non-European Data Protection Legislation means data protection or privacy legislation in force outside the European Economic Area and Switzerland.
- Notification Email Address means the email address(es) designated by Partner in the Admin Console, to receive certain notifications from Google.
- Partner Personal Data means the personal data contained within the Partner Data.
- Security Documentation means all documents and information made available by Google under Section 7.5.1 (Reviews of Security Documentation).
- Security Measures has the meaning given in Section 7.1.1 (Google's Security Measures).
- SOC 2 Report means a confidential Service Organization Control (SOC) 2 report (or a comparable report) on Google's systems examining logical security controls, physical security controls, and system availability, as produced by Google's Third Party Auditor in relation to the Audited Services.
- SOC 3 Report means a Service Organization Control (SOC) 3 report (or a comparable report), as produced by Google's Third Party Auditor in relation to the Audited Services.
- Subprocessors means third parties authorized under these Terms to have logical

access to and process Partner Data in order to provide parts of the Services and TSS.
- **Term** means the period from the Terms Effective Date until the end of Google's provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which Google may continue providing the Services for transitional purposes.
- **Terms Effective Date** means the date on which Partner accepted, or the parties otherwise agreed to, these Terms.

2.2 The terms "personal data", "data subject", "processing", "controller", "processor" and "supervisory authority" as used in these Terms have the meanings given in the GDPR, and the terms "data importer" and "data exporter" have the meanings given in the Model Contract Clauses, in each case irrespective of whether the European Data Protection Legislation or Non-European Data Protection Legislation applies.

3. Duration of these Terms

These Terms will take effect on the Terms Effective Date and, notwithstanding expiry of the Term, will remain in effect until, and automatically expire upon, deletion of all Partner Data by Google as described in these Terms.

4. Scope of Data Protection Legislation

4.1 Application of European Legislation. The parties acknowledge and agree that the European Data Protection Legislation will apply to the processing of Partner Personal Data if, for example:
   a. the processing is carried out in the context of the activities of an establishment of Partner or Customers in the territory of the EEA; and/or
   b. the Partner Personal Data is personal data relating to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behaviour in the EEA.

4.2 Application of Non-European Legislation. The parties acknowledge and agree that Non-European Data Protection Legislation may also apply to the processing of Partner Personal Data.

4.3 Application of Terms. Except to the extent these Terms state otherwise, these Terms will apply irrespective of whether the European Data Protection Legislation or Non-European Data Protection Legislation applies to the processing of Partner Personal Data.

5. Processing of Data

5.1 Roles and Regulatory Compliance; Authorization.

5.1.1 Processor and Controller Responsibilities. If the European Data Protection Legislation applies to the processing of Partner Personal Data, the parties acknowledge and agree that:
   a. the subject matter and details of the processing are described in Appendix 1;
   b. Google is a processor of that Partner Personal Data under the European Data Protection Legislation;
   c. Partner is a controller or processor, as applicable, of that Partner Personal Data under European Data Protection Legislation; and
   d. each party will comply with the obligations applicable to it under the European

Data Protection Legislation with respect to the processing of that Partner Personal Data.

5.1.2 <u>Authorization by Third Party Controller</u>. If the European Data Protection Legislation applies to the processing of Partner Personal Data and Partner is a processor, Partner warrants to Google that Partner's instructions and actions with respect to that Partner Personal Data, including its appointment of Google as another processor, have been authorized by the relevant controller.

5.1.3 <u>Responsibilities under Non-European Legislation</u>. If Non-European Data Protection Legislation applies to either party's processing of Partner Personal Data, the parties acknowledge and agree that the relevant party will comply with any obligations applicable to it under that legislation with respect to the processing of that Partner Personal Data.

5.2 <u>Scope of Processing</u>.

5.2.1 <u>Partner's Instructions</u>. By entering into these Terms, Partner instructs Google to process Partner Personal Data only in accordance with applicable law: (a) to provide the Services and TSS; (b) as further specified via Partner's use of the Services (including the Admin Console and other functionality of the Services) and TSS; (c) as documented in the form of the Agreement, including these Terms; and (d) as further documented in any other written instructions given by Partner (acting on behalf of itself and its Customers) and acknowledged by Google as constituting instructions for purposes of these Terms.

5.2.2 <u>Google's Compliance with Instructions</u>. Google will comply with the instructions described in Section 5.2.1 (Partner's Instructions) (including with regard to data transfers) unless EU or EU Member State law to which Google is subject requires other processing of Partner Personal Data by Google, in which case Google will inform Partner (unless that law prohibits Google from doing so on important grounds of public interest) via the Notification Email Address.

6. Data Deletion

6.1 <u>Deletion by Partner</u>. Google will enable Partner to delete Partner Data during the Term in a manner consistent with the functionality of the Services. If Partner uses the Services to delete any Partner Data during the Term and that Partner Data cannot be recovered by Partner, this use will constitute an instruction to Google to delete the relevant Partner Data from Google's systems in accordance with applicable law. Google will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless EU or EU Member State law requires storage.

6.2 <u>Deletion on Termination</u>. On expiry of the Term, Partner instructs Google to delete all Partner Data (including existing copies) from Google's systems in accordance with applicable law. Google will, after a recovery period of up to 30 days following such expiry, comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless EU or EU Member State law requires storage. Without prejudice to Section 9.1 (Access; Rectification; Restricted Processing; Portability), Partner acknowledges and agrees that Partner will be responsible for exporting, before the Term expires, any Partner Data it wishes to retain afterwards.

7. Data Security

7.1 <u>Google's Security Measures, Controls and Assistance</u>.

7.1.1 <u>Google's Security Measures</u>. Google will implement and maintain technical and organizational measures to protect Partner Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2 (the "Security Measures"). As described in Appendix 2, the Security Measures include measures to encrypt personal data; to help ensure ongoing confidentiality, integrity, availability and resilience of Google's systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness. Google may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

7.1.2 <u>Security Compliance by Google Staff</u>. Google will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, including ensuring that all persons authorized to process Partner Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.1.3 <u>Additional Security Controls</u>. In addition to the Security Measures, Google will make the Additional Security Controls available to: (a) allow Partner to take steps to secure Partner Data; and (b) provide Partner with information about securing, accessing and using Partner Data.

7.1.4 <u>Google's Security Assistance</u>. Partner agrees that Google will (taking into account the nature of the processing of Partner Personal Data and the information available to Google) assist Partner in ensuring compliance with any of Partner's obligations in respect of security of personal data and personal data breaches, including if applicable Partner's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by:

  a. implementing and maintaining the Security Measures in accordance with Section 7.1.1 (Google's Security Measures);
  b. making the Additional Security Controls available to Partner in accordance with Section 7.1.3 (Additional Security Controls);
  c. complying with the terms of Section 7.2 (Data Incidents); and
  d. providing Partner with the Security Documentation in accordance with Section 7.5.1 (Reviews of Security Documentation) and the information contained in the Agreement including these Terms.

7.2 <u>Data Incidents</u>

7.2.1 <u>Incident Notification</u>. If Google becomes aware of a Data Incident, Google will: (a) notify Partner of the Data Incident promptly and without undue delay after becoming aware of the Data Incident; and (b) promptly take reasonable steps to minimize harm and secure Partner Data.

7.2.2 <u>Details of Data Incident</u>. Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Google recommends Partner take to address the Data Incident.

7.2.3 <u>Delivery of Notification</u>. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address or, at Google's discretion, by direct communication (for example, by phone call or an in-person meeting). Partner is solely responsible for ensuring that the Notification Email Address is current and valid.

7.2.4 <u>No Assessment of Partner Data by Google</u>. Google will not assess the contents of Partner Data in order to identify information subject to any specific legal requirements.

7.2.5 <u>Notification of Third Parties</u>. Partner is solely responsible for: (a) complying with incident notification laws applicable to Partner and fulfilling any third party notification obligations related to any Data Incident(s); and (b) notifying each Customer affected by a Data Incident without undue delay.

7.2.6 <u>No Acknowledgement of Fault by Google</u>. Google's notification of or response to a Data Incident under this Section 7.2 (Data Incidents) will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.

7.3 <u>Partner's Security Responsibilities and Assessment</u>.

7.3.1 <u>Partner's Security Responsibilities</u>. Partner agrees that, without prejudice to Google's obligations under Section 7.1 (Google's Security Measures, Controls and Assistance) and Section 7.2 (Data Incidents) as between Partner and Google:

    a. Partner is solely responsible for its and its Customers' use of the Services, including:

        i. making appropriate use of the Services and the Additional Security Controls to ensure a level of security appropriate to the risk in respect of the Partner Data;

        ii. securing the account authentication credentials, systems and devices Partner and its Customers uses to access the Services;

        iii. backing up its Partner Data as appropriate; and

    b. Google has no obligation to protect copies of Partner Data that Partner or its Customers elect to store or transfer outside of Google's and its Subprocessors' systems (for example, offline or on-premise storage), or to protect Partner Data by implementing or maintaining Additional Security Controls except to the extent Partner has opted to use them.

7.3.2 <u>Partner's Security Assessment</u>.

    a. Partner is solely responsible for reviewing the Security Documentation and evaluating for itself whether the Services, the Security Measures, the Additional Security Controls and Google's commitments under this Section 7 (Data Security) will meet Partner's needs, including with respect to any security obligations of Partner under the European Data Protection Legislation and/or Non-European Data Protection Legislation, as applicable.

    b. Partner acknowledges and agrees that (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Partner Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by Google as set out in Section 7.1.1 (Google's Security Measures) provide a level of security appropriate to the risk in respect of the Partner Data.

7.4 <u>Security Certifications and Reports</u>. Google will do the following to evaluate and help ensure the continued effectiveness of the Security Measures:

    a. maintain the ISO 27001 Certification, ISO 27017 Certification and ISO 27018 Certification; and

    b. update the SOC 2 Report and SOC 3 Report at least once every 18 months.

7.5 <u>Reviews and Audits of Compliance</u>

7.5.1 <u>Reviews of Security Documentation</u>. In addition to the information contained in the Agreement (including these Terms), Google will make available for review by Partner the following documents and information to demonstrate compliance by Google

with its obligations under these Terms:
   a. the certificates issued in relation to the ISO 27001 Certification, the ISO 27017 Certification and the ISO 27018 Certification;
   b. the then-current SOC 3 Report; and
   c. the then-current SOC 2 Report, following a request by Partner in accordance with Section 7.5.3(a).

7.5.2 <u>Partner's Audit Rights</u>.
   a. If the European Data Protection Legislation applies to the processing of Partner Personal Data, Google will allow Partner or an independent auditor appointed by Partner to conduct audits (including inspections) to verify Google's compliance with its obligations under these Terms in accordance with Section 7.5.3 (Additional Business Terms for Reviews and Audits). Google will contribute to such audits as described in Section 7.4 (Security Certifications and Reports) and this Section 7.5 (Reviews and Audits of Compliance).
   b. If Partner has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data Out of the EEA), Google will, without prejudice to any audit rights of a supervisory authority under such Model Contract Clauses, allow Partner or an independent auditor appointed by Partner to conduct audits as described in the Model Contract Clauses in accordance with Section 7.5.3 (Additional Business Terms for Reviews and Audits).
   c. Partner may also conduct an audit to verify Google's compliance with its obligations under these Terms by reviewing the Security Documentation (which reflects the outcome of audits conducted by Google's Third Party Auditor).

7.5.3 <u>Additional Business Terms for Reviews and Audits</u>.
   a. Partner must send any requests for reviews of the SOC 2 Report under Section 7.5.1(c) or audits under Section 7.5.2(a) or 7.5.2(b) to Google's Cloud Data Protection Team as described in Section 12 (Cloud Data Protection Team; Processing Records).
   b. Following receipt by Google of a request under Section 7.5.3(a), Google and Partner will discuss and agree in advance on: (i) the reasonable date(s) of and security and confidentiality controls applicable to any review of the SOC 2 Report under Section 7.5.1(c); and (ii) the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit under Section 7.5.2(a) or 7.5.2(b).
   c. Google may charge a fee (based on Google's reasonable costs) for any review of the SOC 2 Report under Section 7.5.1(c) and/or audit under Section 7.5.2(a) or 7.5.2(b). Google will provide Partner with further details of any applicable fee, and the basis of its calculation, in advance of any such review or audit. Partner will be responsible for any fees charged by any auditor appointed by Partner to execute any such audit.
   d. Google may object in writing to an auditor appointed by Partner to conduct any audit under Section 7.5.2(a) or 7.5.2(b) if the auditor is, in Google's reasonable opinion, not suitably qualified or independent, a competitor of Google, or otherwise manifestly unsuitable. Any such objection by Google will require Partner to appoint another auditor or conduct the audit itself.

7.5.4 <u>No Modification of MCCs</u>. Nothing in this Section 7.5 (Reviews and Audits of Compliance) varies or modifies any rights or obligations of Partner or Google LLC under any Model Contract Clauses entered into as described in Section 10.2 (Transfers of Data Out of the EEA).

8. Impact Assessments and Consultations

Partner agrees that Google will (taking into account the nature of the processing and the information available to Google) assist Partner in ensuring compliance with any obligations of Partner in respect of data protection impact assessments and prior consultation, including if applicable Partner's obligations pursuant to Articles 35 and 36 of the GDPR, by:

a. providing the Additional Security Controls in accordance with Section 7.1.3 (Additional Security Controls) and the Security Documentation in accordance with Section 7.5.1 (Reviews of Security Documentation); and

b. providing the information contained in the Agreement including these Terms.

9. Data Subject Rights; Data Export

9.1 <u>Access; Rectification; Restricted Processing; Portability</u>. During the Term, Google will, in a manner consistent with the functionality of the Services, enable Partner to access, rectify and restrict processing of Partner Data, including via the deletion functionality provided by Google as described in Section 6.1 (Deletion by Partner), and to export Partner Data.

9.2 <u>Data Subject Requests</u>

9.2.1 <u>Partner's Responsibility for Requests</u>. During the Term, if Google receives any request from a data subject in relation to Partner Personal Data, Google will advise the data subject to submit their request to Partner and Partner will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

9.2.2 <u>Google's Data Subject Request Assistance</u>. Partner agrees that Google will (taking into account the nature of the processing of Partner Personal Data) assist Partner in fulfilling any obligation to respond to requests by data subjects, including if applicable Partner's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, by:

a. providing the Additional Security Controls in accordance with Section 7.1.3 (Additional Security Controls); and

b. complying with the commitments set out in Section 9.1 (Access; Rectification; Restricted Processing; Portability) and Section 9.2.1 (Partner's Responsibility for Requests).

10. Data Transfers

10.1 <u>Data Storage and Processing Facilities</u> Partner may select where certain Partner Data will be stored (the "Data Location Selection"), and Google will store it there in accordance with the Service Specific Terms. If a Data Location Selection is not covered by the Service Specific Terms (or a Data Location Selection is not made by Partner in respect of any Partner Data), Google may, subject to Section 10.2 (Transfers of Data Out of the EEA), store and process the relevant Partner Data anywhere Google or its Subprocessors maintains facilities.

10.2 <u>Transfers of Data Out of the EEA</u>.

10.2.1 <u>Google's Transfer Obligations</u>. If the storage and/or processing of Partner Personal Data involves transfers of Partner Personal Data out of the EEA, and the European Data Protection Legislation applies to the transfers of such data ("Transferred Personal Data"), Google will:

    a. if requested to do so by Partner, ensure that Google LLC as the data importer of the Transferred Personal Data enters into Model Contract Clauses with Partner as the data exporter of such data, and that the transfers are made in accordance with such Model Contract Clauses; and/or

    b. offer an Alternative Transfer Solution, ensure that the transfers are made in accordance with such Alternative Transfer Solution, and make information available to Partner about such Alternative Transfer Solution.

10.2.2 <u>Partner's Transfer Obligations</u>. In respect of Transferred Personal Data, Partner agrees that:

    a. if under the European Data Protection Legislation Google reasonably requires Partner to enter into Model Contract Clauses in respect of such transfers, Partner will do so; and

    b. if under the European Data Protection Legislation Google reasonably requires Partner to use an Alternative Transfer Solution offered by Google, and reasonably requests that Partner take any action (which may include execution of documents) strictly required to give full effect to such solution, Partner will do so.

10.3 <u>Data Center Information</u>. Information about the locations of Google data centers is available at: https://www.google.com/about/datacenters/inside/locations/index.html (as may be updated by Google from time to time).

10.4 <u>Disclosure of Confidential Information Containing Personal Data</u>. If Partner has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data Out of the EEA), Google will, notwithstanding any term to the contrary in the Agreement, ensure that any disclosure of Partner's Confidential Information containing personal data, and any notifications relating to any such disclosures, will be made in accordance with such Model Contract Clauses.

11. Subprocessors

11.1 <u>Consent to Subprocessor Engagement</u>. Partner specifically authorizes the engagement as Subprocessors of: (a) those entities listed as of the Terms Effective Date at the URL specified in Section 11.2 (Information about Subprocessors); and (b) all other Google Affiliates from time to time. In addition, Partner generally authorizes the engagement as Subprocessors of any other third parties ("New Third Party Subprocessors"). If Partner has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data Out of the EEA), the above authorizations will constitute Partner's prior written consent to the subcontracting by Google LLC of the processing of Partner Data if such consent is required under the Model Contract Clauses.

11.2 <u>Information about Subprocessors</u>. Information about Subprocessors, including their functions and locations, is available at: https://cloud.google.com/terms/third-party-suppliers (as may be updated by Google from time to time in accordance with these Terms).

11.3 <u>Requirements for Subprocessor Engagement</u>. When engaging any Subprocessor, Google will:
  a. ensure via a written contract that:
      i.   the Subprocessor only accesses and uses Partner Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including these Terms) and any Model Contract Clauses entered into or Alternative Transfer Solution adopted by Google as described in Section 10.2 (Transfers of Data Out of the EEA); and
      ii. if the GDPR applies to the processing of Partner Personal Data, the data protection obligations set out in Article 28(3) of the GDPR, as described in these Terms, are imposed on the Subprocessor; and
  b. remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.
11.4 <u>Opportunity to Object to Subprocessor Changes</u>.
  a. When any New Third Party Subprocessor is engaged during the Term, Google will, at least 30 days before the New Third Party Subprocessor processes any Partner Data, inform Partner of the engagement (including the name and location of the relevant subprocessor and the activities it will perform) by sending an email to the Notification Email Address.
  b. Partner may object to any New Third Party Subprocessor by terminating the Agreement immediately upon written notice to Google, on condition that Partner provides such notice within 90 days of being informed of the engagement of the subprocessor as described in Section 11.4(a). This termination right is Partner's sole and exclusive remedy if Partner objects to any New Third Party Subprocessor.

12. Cloud Data Protection Team; Processing Records
12.1 <u>Google's Cloud Data Protection Team</u>. Google's Cloud Data Protection Team can be contacted at https://support.google.com/cloud/contact/dpo (and/or via such other means as Google may provide from time to time).
12.2 <u>Google's Processing Records</u>. Partner acknowledges that Google is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each processor and/or controller on behalf of which Google is acting and, where applicable, of such processor's or controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if the GDPR applies to the processing of Partner Personal Data, Partner will, where requested, provide such information to Google via the Admin Console or other means provided by Google, and will use the Admin Console or such other means to ensure that all information provided is kept accurate and up-to-date.

13. Liability
13.1 <u>Liability Cap</u>. If Model Contract Clauses have been entered into as described in Section 10.2 (Transfers of Data Out of the EEA), the total combined liability of either party and its Affiliates towards the other party and its Affiliates under or in connection with the Agreement and such Model Contract Clauses combined will be limited to the Agreed Liability Cap for the relevant party, subject to Section 13.2 (Liability Cap

Exclusions).

13.2 <u>Liability Cap Exclusions</u>. Nothing in Section 13.1 (Liability Cap) will affect the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability).

14. Third Party Beneficiary

14.1 <u>Google LLC</u>. Notwithstanding anything to the contrary in the Agreement, where Google LLC is not a party to the Agreement, Google LLC will be a third party beneficiary of Section 7.5 (Reviews and Audits of Compliance), Section 11.1 (Consent to Subprocessor Engagement) and Section 13 (Liability) of these Terms.

14.2 <u>Other Third Parties</u>. Except as expressly provided herein and subject to Section 14.1, no one other than a party to the Agreement shall have any right to enforce any of these Terms. For the avoidance of doubt, this includes Customers, who shall not have any right to enforce these Terms.

15. Effect of These Terms

Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between these Terms and the remaining terms of the Agreement, these Terms will govern.

Appendix 1: Subject Matter and Details of the Data Processing

<u>Subject Matter</u>

Google's provision of the Services and TSS to Partner.

<u>Duration of the Processing</u>

The Term plus the period from the expiry of the Term until deletion of all Partner Data by Google in accordance with the Terms.

<u>Nature and Purpose of the Processing</u>

Google will process Partner Personal Data for the purposes of providing the Services and TSS to Partner in accordance with the Terms.

<u>Categories of Data</u>

Data relating to individuals provided to Google via the Services, by (or at the direction of) Partner, Customers or Partner End Users.

<u>Data Subjects</u>

Data subjects include the individuals about whom data is provided to Google via the Services by (or at the direction of) Partner, Customers or by Partner End Users.

Appendix 2: Security Measures

As from the Terms Effective Date, Google will implement and maintain the Security Measures set out in this Appendix 2. Google may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

1. Data Center and Network Security

<u>(a) Data Centers</u>.

<u>Infrastructure</u>. Google maintains geographically distributed data centers. Google stores all production data in physically secure data centers.

<u>Redundancy</u>. Infrastructure systems have been designed to eliminate single points of failure and minimize the impact of anticipated environmental risks. Dual circuits,

switches, networks or other necessary devices help provide this redundancy. The Services are designed to allow Google to perform certain types of preventative and corrective maintenance without interruption. All environmental equipment and facilities have documented preventative maintenance procedures that detail the process for and frequency of performance in accordance with the manufacturer's or internal specifications. Preventative and corrective maintenance of the data center equipment is scheduled through a standard change process according to documented procedures.

Power. The data center electrical power systems are designed to be redundant and maintainable without impact to continuous operations, 24 hours a day, 7 days a week. In most cases, a primary as well as an alternate power source, each with equal capacity, is provided for critical infrastructure components in the data center. Backup power is provided by various mechanisms such as uninterruptible power supplies (UPS) batteries, which supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. If utility power is interrupted, backup power is designed to provide transitory power to the data center, at full capacity, for up to 10 minutes until the diesel generator systems take over. The diesel generators are capable of automatically starting up within seconds to provide enough emergency electrical power to run the data center at full capacity typically for a period of days.

Server Operating Systems. Google servers use a Linux based implementation customized for the application environment. Data is stored using proprietary algorithms to augment data security and redundancy. Google employs a code review process to increase the security of the code used to provide the Services and enhance the security products in production environments.

Businesses Continuity. Google replicates data over multiple systems to help to protect against accidental destruction or loss. Google has designed and regularly plans and tests its business continuity planning/disaster recovery programs.

(b) Networks and Transmission.

Data Transmission. Data centers are typically connected via high-speed private links to provide secure and fast data transfer between data centers. This is designed to prevent data from being read, copied, altered or removed without authorization during electronic transfer or transport or while being recorded onto data storage media. Google transfers data via Internet standard protocols.

External Attack Surface. Google employs multiple layers of network devices and intrusion detection to protect its external attack surface. Google considers potential attack vectors and incorporates appropriate purpose built technologies into external facing systems.

Intrusion Detection. Intrusion detection is intended to provide insight into ongoing attack activities and provide adequate information to respond to incidents. Google's intrusion detection involves:

1. tightly controlling the size and make-up of Google's attack surface through preventative measures;
2. employing intelligent detection controls at data entry points; and
3. employing technologies that automatically remedy certain dangerous situations.

Incident Response. Google monitors a variety of communication channels for security incidents, and Google's security personnel will react promptly to known incidents.

Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS connection) available. Google servers support ephemeral elliptic curve Diffie-

Hellman cryptographic key exchange signed with RSA and ECDSA. These perfect forward secrecy (PFS) methods help protect traffic and minimize the impact of a compromised key, or a cryptographic breakthrough.

2. Access and Site Controls
(a) Site Controls.
On-site Data Center Security Operation. Google's data centers maintain an on-site security operation responsible for all physical data center security functions 24 hours a day, 7 days a week. The on-site security operation personnel monitor closed circuit TV (CCTV) cameras and all alarm systems. On-site security operation personnel perform internal and external patrols of the data center regularly.
Data Center Access Procedures. Google maintains formal access procedures for allowing physical access to the data centers. The data centers are housed in facilities that require electronic card key access, with alarms that are linked to the on-site security operation. All entrants to the data center are required to identify themselves as well as show proof of identity to on-site security operations. Only authorized employees, contractors and visitors are allowed entry to the data centers. Only authorized employees and contractors are permitted to request electronic card key access to these facilities. Data center electronic card key access requests must be made through e-mail, and require the approval of the requestor's manager and the data center director. All other entrants requiring temporary data center access must: (i) obtain approval in advance from the data center managers for the specific data center and internal areas they wish to visit; (ii) sign in at on-site security operations; and (iii) reference an approved data center access record identifying the individual as approved.
On-site Data Center Security Devices. Google's data centers employ an electronic card key and biometric access control system that is linked to a system alarm. The access control system monitors and records each individual's electronic card key and when they access perimeter doors, shipping and receiving, and other critical areas. Unauthorized activity and failed access attempts are logged by the access control system and investigated, as appropriate. Authorized access throughout the business operations and data centers is restricted based on zones and the individual's job responsibilities. The fire doors at the data centers are alarmed. CCTV cameras are in operation both inside and outside the data centers. The positioning of the cameras has been designed to cover strategic areas including, among others, the perimeter, doors to the data center building, and shipping/receiving. On-site security operations personnel manage the CCTV monitoring, recording and control equipment. Secure cables throughout the data centers connect the CCTV equipment. Cameras record on site via digital video recorders 24 hours a day, 7 days a week. The surveillance records are retained for up to 30 days based on activity.
(b) Access Control.
Infrastructure Security Personnel. Google has, and maintains, a security policy for its personnel, and requires security training as part of the training package for its personnel. Google's infrastructure security personnel are responsible for the ongoing monitoring of Google's security infrastructure, the review of the Services, and responding to security incidents.
Access Control and Privilege Management. Partner's administrators must authenticate themselves via a central authentication system or via a single sign on system in order

to administer the Services.

Internal Data Access Processes and Policies – Access Policy. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google designs its systems to (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. LDAP, Kerberos and a proprietary system utilizing SSH certificates are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords, two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; and a need to know basis. The granting or modification of access rights must also be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g. credit card data), Google uses hardware tokens.

3. Data

(a) Data Storage, Isolation and Logging. Google stores data in a multi-tenant environment on Google-owned servers. The data and file system architecture are replicated between multiple geographically dispersed data centers. Google also logically isolates the Partner's data. Partner will be given control over specific data sharing policies. Those policies, in accordance with the functionality of the Services, will enable Partner to determine the product sharing settings applicable to Partner End Users for specific purposes. Partner may choose to make use of certain logging capability that Google may make available via the Services.

(b) Decommissioned Disks and Disk Erase Policy. Disks containing data may experience performance issues, errors or hardware failure that lead them to be decommissioned ("Decommissioned Disk"). Every Decommissioned Disk is subject to a series of data destruction processes (the "Disk Erase Policy") before leaving Google's premises either for reuse or destruction. Decommissioned Disks are erased in a multistep process and verified complete by at least two independent validators. The erase results are logged by the Decommissioned Disk's serial number for tracking. Finally, the erased Decommissioned Disk is released to inventory for reuse and redeployment. If, due to hardware failure, the Decommissioned Disk cannot be erased, it is securely stored until it can be destroyed. Each facility is audited regularly to monitor compliance with the Disk Erase Policy.

4. Personnel Security

Google personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Google conducts reasonably appropriate backgrounds checks to the extent legally permissible and in accordance with applicable local labor law and statutory regulations.

Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Google's confidentiality and privacy policies. Personnel are provided with security training. Personnel handling Partner Data are required to complete additional requirements appropriate to their role (eg., certifications). Google's personnel will not process Partner Data without authorization.

5. Subprocessor Security

Before onboarding Subprocessors, Google conducts an audit of the security and privacy practices of Subprocessors to ensure Subprocessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the Subprocessor, then subject to the requirements set out in Section 11.3 (Requirements for Subprocessor Engagement) of these Terms, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.

Appendix 4

App Engine Service Level Agreement (SLA)

Last modified: October 4, 2016 | Previous Versions

Terms of Service | Acceptable Use Policies | **Service Level Agreement (SLA)**

During the Term of the Google App Engine License Agreement, the Google App Engine and Google Cloud SQL License Agreement, Google Cloud Platform License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.95% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions. The following definitions apply to the Google App Engine SLA:

- "**Covered Service**" means the components of the Service listed at the following URL: https://cloud.google.com/appengine/sla_error_rate, or such other URL as may be provided by Google.
- "**Downtime**" means more than a ten percent Error Rate.
- "**Downtime Period**" means, for an Application, a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.
- "**Error rate**" for the Service is defined with the Covered Services.
- "**Financial Credit**" means the following:

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99.00% – < 99.95%	10%
95.00% – < 99.00%	25%
< 95.00%	50%

- "**Monthly Uptime Percentage**" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request Financial Credit. In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit. The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the use of the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions. The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from being limited by quotas listed in the Admin Console.

Google Cloud SQL SLA

Last modified: April 27, 2017 | Previous Versions

During the term of the Google Cloud Platform License Agreement, Google Cloud Storage, Google Prediction API, Google BigQuery Service, Google Cloud SQL and Google Compute Engine License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.95% (the "Service Level Objective" or "SLO").

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA.

* **"Covered Service"** means Google Cloud SQL First Generation, Google Cloud SQL Second Generation for MySQL, and Google Cloud SQL for PostgreSQL.

* **"Dedicated CPU Core Instances"** have the minimum power of one virtual CPU from Google Compute Engine. A virtual CPU is implemented as a single hardware hyper-thread on a Compute Engine VM instance.

* **"Downtime"** means (i) with respect to Google Cloud SQL First Generation: more than a twenty percent Error Rate; Downtime is measured based on server side Error Rate; or (ii) With respect to Google Cloud SQL Second Generation for MySQL and Cloud SQL for PostgreSQL: all connection requests to a Multi-zone Instance fail.

* **"Downtime Period"** means (i) with respect to Google Cloud SQL First Generation: a period of one consecutive minute of Downtime in which at least five connection attempts are made with no concurrently open connections; or (ii) With respect to Google Cloud SQL Second Generation for MySQL and Cloud SQL for PostgreSQL: one consecutive minute of Downtime. Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods. Downtime as part of Scheduled Maintenance will not be counted towards any Downtime Period.

* **"Error Rate"** means the number of Valid Requests to open a connection that fail to open a connection, divided by the total number of Valid Requests during that period.

* **"Financial Credit"** means the following for the Covered Services (except as otherwise set forth below):

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99.0% - < 99.95%	10%
95.0% - < 99.0%	25%
< 95.0%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

- **"Multi-zone Instance"** means a Cloud SQL Second Generation for MySQL and Cloud SQL for PostgreSQL Dedicated CPU Core Instance with a failover replica attached.

- **"Scheduled Maintenance"** is Downtime Period related to network, hardware, or software maintenance or upgrades. With respect to Google Cloud SQL First Generation: we will perform scheduled maintenance at our discretion. With respect to Google Cloud SQL Second Generation for MySQL and Cloud SQL for PostgreSQL: we will perform scheduled maintenance only during a user-configurable maintenance window unless a user elects not to configure a maintenance window.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation), (c) features or Services that have been deprecated; or (d) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; (iv) that resulted from quotas listed in the Documentation; or (v) that resulted from Customer's restart of an Instance.

Google Cloud Storage SLA

Last modified: October 11, 2018 | Previous Versions

During the term of the Google Cloud Platform License Agreement, Google Cloud Storage License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Cover Service	Monthly Uptime Percentage
Multi-Regional Storage class of Google Cloud Storage	>=99.95%
Regional storage class of Google Cloud Storage, Nearline, Coldline storage classes of Google Cloud Storage in Multi-Regional bucket locations	>=99.9%
Nearline, Coldline storage classes of Google Cloud Storage in Regional bucket locations and Durable Reduced Availability storage classes of Google Cloud Storage	>=99.0%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before issuing another request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds.

- **"Covered Service"** means Google Cloud Storage.

- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

- **"Financial Credit"** means the following for the Multi-Regional Storage class of Google Cloud Storage:

Monthly Uptime Percentage	Percentage of monthly bill for the Multi-Regional storage class of Google Cloud Storage which does not meet SLO that will be credited to future monthly bills of Customer
99.0% - <99.95%	10%
95.0% - <99.0%	25%
<95.0%	50%

- **"Financial Credit"** means the following for Regional Storage class of Google Cloud Storage:

Monthly Uptime Percentage	Percentage of monthly bill for the Regional storage class of Google Cloud Storage or Nearline, Coldline storage classes of Google Cloud Storage in Multi-Regional bucket locations which does not meet SLO that will be credited to future monthly bills of Customer
99.0% - <99.95%	10%
95.0% - <99.0%	25%
<95.0%	50%

- **"Financial Credit"** means the following for the Nearline, Coldline and Durable Reduced Availability Storage classes of Google Cloud Storage:

Monthly Uptime Percentage	Percentage of monthly bill for the Nearline, Coldline storage classes of Google Cloud Storage in Regional bucket locations, or Durable Reduced Availability storage classes of Google Cloud Storage which does not meet SLO that will be credited to future monthly bills of Customer
98.0% - <99.95%	10%
95.0% - <98.0%	25%
<95.0%	50%

- **"Monthly Uptime Percentage"** means 100%, minus the average of Error Rates measured over each five minute period during a monthly billing cycle.
- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions.

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.

Google Prediction API and Google BigQuery SLA

Last modified: November 16, 2017 | Previous Versions

During the term of the Google Cloud Master Agreement, Google Prediction API, and Google BigQuery Service License Agreement, Google Prediction API, Google BigQuery Service, Google Cloud SQL and Google Compute Engine License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide service level objectives as follows (each, a "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Google Prediction API and Google BigQuery Service	>= 99.9%

Additionally, the BigQuery Data Transfer Service will include a Data Delivery Service Level Objective as follows:

Covered Service	Data Delivery
BigQuery Data Transfer Service	Less than or equal to 24 hours

The Data Delivery SLO applies only to automatically scheduled runs.

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meanings given to them in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before issuing another request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases

exponentially up to 32 seconds.

- **"Covered Service"** means Google Prediction API, and Google BigQuery Service, and the BigQuery Data Transfer Service.

- **"Data Delivery"** means the time from when data is received by the BigQuery Data Transfer Service to when data is delivered to a Customer's BigQuery project.

- **"Downtime"** means more than a five percent Error Rate. Downtime is measured based on server side Error Rate.

- **"Downtime Period"** means a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

- **"Financial Credit"** means the following for the Covered Services (except as otherwise stated below):

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.9%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

Data Delivery	Amount in charges that will be credited to future monthly bills of Customer
Greater than 24 hours	Charges incurred for each impacted BigQuery Data Transfer Service configuration on the Day on which the late data transfer began.

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within 30 days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions.

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise stated in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.

Google Compute Engine Service Level Agreement (SLA)

Last modified: March 28, 2019 | Previous Versions

During the Term of the agreement under which Google has agreed to provide Google Cloud Platform to Customer (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.99% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement authorizes the resale or supply of Google Cloud Platform under a Google Cloud partner or reseller program, then all references to Customer in this SLA mean Partner or Reseller (as applicable), and any Financial Credit(s) will only apply for impacted Partner or Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Covered Service"** means:
    - Instances hosted as part of the Google Compute Engine Service.
    - Load balancing as part of the Google Compute Engine Service.
- **"Downtime"** means:
    - For virtual machine instances: Loss of external connectivity or persistent disk access for all running Instances, when Instances are placed across two or more Zones in the same Region.
    - For load balancing: Loss of external connectivity (via the external IP addresses associated with load balancing forwarding rules with all Healthy Backend Instances) due to the failure of Google's systems.
    - Downtime does not include loss of external connectivity as a result of (i) the Google managed VPN service failing to serve traffic directed to VPN tunnels under that service; that sort of downtime is addressed exclusively in the VPN SLA; or (ii) Network Service Tiers - Standard Tier failing to serve traffic.
- **"Downtime Period"** means a period of one or more consecutive minutes of Downtime. Partial minutes or Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.
- **"Region"** means the applicable region described at https://cloud.google.com/compute/docs/regions-zones/, as may be updated by Google from time to time.

- **"Zone"** means the applicable zone described at https://cloud.google.com/compute/docs/regions-zones/, as may be updated by Google from time to time.
- **"Financial Credit"** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service in the Region affected which did not meet SLO that will be credited to future monthly bills of Customer
99.00% - < 99.99%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
- **"Healthy Backend Instances"** means Instances that are responding affirmatively to load balancing health checks.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Google with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Google will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Google will make available for auditing by Customer at Customer's request.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the

associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

VPN Service Level Agreement (SLA)

Last modified: October 4, 2016 | Previous Versions

During the Term of the Google Cloud Platform License Agreement or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

☐ **"Covered Service"** means VPN tunnels under the Google managed VPN service with or without Google Cloud Router.

☐ **"Downtime"** means a properly configured VPN tunnel under the Covered Service is not able to serve any traffic directed to it.

☐ **"Downtime Period"** means a period of 120 consecutive seconds of Downtime. Intermittent Downtime for a period of less than 120 consecutive seconds will not be counted towards any Downtime Periods.

☐ **"Financial Credit"** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99% - <99.9%	25%
<99%	50%

☐ **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Google with log files showing Downtime Periods and the date and time they occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Google will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Google will make available for auditing by Customer at Customer's request.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Covered Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions.

The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

Google Cloud DNS Service Level Agreement (SLA)

Last modified: October 4, 2016 | Previous Versions

During the Term of the Google Cloud Platform License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage of Serving DNS queries from at least one of the Google managed Authoritative Name Servers to Customer of 100% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Covered Service"** means:
- Response to domain queries from at least one of the authoritative name servers configured and existing under Google Cloud DNS.
- **"Downtime"** means:
- For Name Serving: Inability to serve responses from all of the Authoritative Name Servers to DNS queries for domains configured in Google Cloud DNS.
- **"Downtime Period"** means a period of 60 consecutive seconds of Downtime. Intermittent Downtime for a period of less than 60 consecutive seconds will not be counted towards any Downtime Periods.
- **"Financial Credit"** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99.5% - <100%	10%
95% - <99.5%	25%
<95%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer must request financial credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Google with log files showing loss of response to name server queries from Google name servers on specific domain managed by Google Cloud DNS and the date and time they occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit.

Maximum financial credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Covered Service and will be applied within 60 days after the Financial Credit was requested.

SLA exclusions

The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

Google Cloud Datastore Service Level Agreement (SLA)

Last modified: October 4, 2016 | Previous Versions

During the term of the Google Cloud Platform License Agreement or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Google Cloud Datastore Multi-Region	>= 99.95%
Google Cloud Datastore Regional	>= 99.9%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before retrying the request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds.
- **"Covered Service"** means Google Cloud Datastore.
- **"Downtime"** means more than a ten percent Error Rate. Downtime is measured based on server side Error Rate.
- **"Downtime Period"** means a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.
- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests

during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

- **"Financial Credit"** means the following for Google Cloud Datastore Multi-Region:

Monthly Uptime Percentage	Percentage of monthly bill for Google Cloud Datastore Multi-Region which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.95%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for Google Cloud Datastore Regional:

Monthly Uptime Percentage	Percentage of monthly bill for Google Cloud Datastore Regional which does not meet SLO that will be credited to future monthly bills of Customer
98.0% – < 99.9%	10%
95.0% – < 98.0%	25%
< 95.0%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not

exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.

Appendix 5

Technical Support Services Guidelines v2.0

Last modified: April 18, 2019 | Previous Versions

1. Obtaining Support

1.1 Setting Designated Contacts

Customer-designated support admins may add Designated Contacts to its Account by accessing the "Support Menu" in the Admin Console. At such time, Customer's support admin must designate the Support Role for each of its Designated Contacts. When enrolled in Role-Based Support, Customer will pay the Fees for each of its Designated Contact's Support Roles in accordance with the pricing at https://cloud.google.com/support/role-based.

1.2 Upgrading/Downgrading Support Roles in Role-Based Support

All Support Roles require a minimum 30-day Fee commitment.

a. Upgrades. Customer may designate or upgrade a Support Role for a Designated Contact at any time. When Customer designates or upgrades any Support Role for a Designated Contact, any applicable Fees will be pro-rated in that month, and will automatically renew at the beginning of the following month. Customer may upgrade a Support Role for a Designated Contact at any time. Any applicable Fees for such upgraded Support Role will be calculated at the upgraded rate beginning on the day that the upgrade is processed.

b. Downgrades. Customer may downgrade or remove a Support Role for a Designated Contact at any time. Such downgrade or removal will take effect, and any applicable Fees for such downgraded or removed Support Role will be calculated at the downgraded amount, from the later of (i) the date of such downgrade or removal, and (ii) 30 days after the Support Role for the Designated Contact was last changed, and the applicable Fees will automatically renew at the beginning of the month following such downgrade or removal.

1.3 Customer Efforts to Fix Errors; Support Request Submission

Before making a Request to Google, Customer will use reasonable efforts to fix any error, bug, malfunction, or network connectivity defect without escalation to Google. Following such attempts, a Designated Contact may submit a Request through the Admin Console

1.4 Priority Designations

Customer designates P1 - P4 Priority on submission of Requests. Google will review Customer's Priority designation and may change designations that Google believes are incorrect. Google will inform Customer of such change in its response to the support Request. Google's designation is final and binding on Customer.

1.5 Procedures for Acknowledgement and Resolution of Requests

When making a Request, Customer will provide all requested diagnostic information and assist Google Support Personnel as may be required to resolve a Request.

1.6 Request Acknowledgement

Google may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that Google may be unable to provide answers to, or resolve all, Requests.

1.7 Feature Requests

If Google deems a Request to be a Feature Request, Google will log the Request for consideration to add to a future update or release of the Services and will consider the matter closed. Google has no obligation to respond to or resolve any Feature Request or to include any Feature Request in any future update or release.

1.8 Building Applications

Google has no obligation to write or build any Applications or write code to facilitate Applications.

1.9 Early Access, Alpha, and Beta

Although Google has no obligation to provide TSS for Early Access, Alpha or Beta versions, features, or functionality of the Services, Google will consider Requests at these development stages on a case-by-case basis.

2. Accessing Support

2.1 Designated Contacts

Customer will provide first-level support to Customer End Users; Google will not provide support to Customer End Users. Google will provide second-level support to Customer only through Customer's Designated Contacts and Technical Account Manager (if applicable). If Customer wishes to change its Designated Contacts, it may do so using the "Support Menu" in the Admin Console.

2.2 Support Hours and Target Initial Response Times

Google will process Requests during the Hours of Operation, unless otherwise indicated in these Guidelines. Any Requests received outside the Hours of Operation will be logged and processed during the next Business Day. Target initial response times are based on the Designated Contact's Support Role, and whether Customer is enrolled in Enterprise Support, as described in Sections 4 (Support Roles) and 5.1 (Enterprise Support; Offering).

3. General Provisions

3.1 Maintenance

To ensure optimal performance of the Services, Google performs periodic Maintenance. In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Services. If Google expects planned Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide at least 7 days' advance notice of the Maintenance. In addition, Google may perform emergency unscheduled Maintenance at any time. If Google expects emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide advance notice of such Maintenance. Google may provide any notice to Customer under this Section: (a) by sending an email to the Notification Email Address, or (b) through the Admin Console. In this Section 3.1, "Notification Email Address" has the meaning given in the Agreement or, if no such meaning is given, means the email address(es) designated by Customer in the Admin Console, or in the Order Form or Ordering Document (as applicable), to receive certain notifications from Google.

3.2 Language Support Generally

Google will provide all support under these Guidelines in the English language except as described in Section 3.3 (Expanded Japanese Language Support for Production Support Role and Enterprise Support) and Section 3.4 (Expanded Korean and Chinese Language Support for Production Support Role and Enterprise Support).

3.3 Expanded Japanese Language Support for Production Support Role and Enterprise Support

Designated Contacts with the Production Support Role and Customers with Enterprise Support may make Requests in the Japanese language. Such Requests will be handled as described in Sections 4 and 5 (with Hours of Operation being Business Hours in Japan), except that P1 Requests from Designated Contacts with the Production Support Role will only be supported during Business Hours in Japan. Any Japanese language Requests for which 24 x 7 support is not offered and that are received outside the Business Hours in Japan will be logged and processed during the next Business Day during Business Hours in Japan, unless Customer agrees to communicate in English.

Billing support in the Japanese language will be available as follows: (i) for Customers with Enterprise Support, as described in Section 5 and (ii) for all other Customers, during Business Hours in Japan.

3.4 Expanded Korean and Mandarin Language Support for Production Support Role and Enterprise Support

Designated Contacts with the Production Support Role and Customers with Enterprise Support may make Requests in the Korean or Mandarin languages only during Business Hours in Korea or China, as applicable. Any Korean or Mandarin language Requests received outside Business Hours will be logged and processed during the next Business Day during Business Hours in the applicable country, unless Customer agrees to communicate in English.

Billing support in the Korean or Mandarin language will be available for all Customers only during Business Hours.

3.5 Support Data Processing Activities

Google collects and processes Support Data for the purpose of providing TSS under these Guidelines and maintaining the Services.

4. Support Roles

Google will provide Customer with technical support through its Designated Contacts, according to their designated Support Role as follows:

4.1 Basic

The Basic Support Role includes the following: automatic Services upgrades and Maintenance updates, support for billing inquiries and access to documentation, white papers, online best practices guides, and community forums.

4.2 Development

The Development Support Role includes all the items in the Basic Support Role plus the following:

- (a) Requests are accepted through the Admin Console for questions about Services functionality, best practices guidance on how to architect with the Services, and Services errors reports.
- (b) Google will respond to P2 Requests with a target initial response time of 4 hours during Hours of Operation (the Development Support Role cannot submit P1 Requests).
- (c) Google will respond to P3 and P4 Requests with an initial target response time of 8 hours during the Hours of Operation.

4.3 Production

The Production Support Role includes all the items in the Development Support Role plus the following:

- (a) 24 x 7 phone support and limited guidance on how to architect with the Services for Customer's proposed use case.
- (b) Google will respond to P1 Priority support Requests with a target initial response time of 1 hour 24 x 7.
- (c) Google will respond to P2 Requests with an initial target response time of 4 hours during the Hours of Operation.
- (d) Google will respond to P3 and P4 support Requests with an initial target response time of 8 hours during the Hours of Operation.

5. Enterprise Support

5.1 Offering

- (a) The Enterprise Support offering includes unlimited Designated Contacts, each with Customer's chosen Support Role. The "Business Critical" level of support is only available to Customers who have enrolled in Enterprise Support.
- (b) Customer may purchase the Enterprise Support offering by executing an Order Form with Google (see https://www.google.com/cloud/tam/ for more information).

- (c) If enrolled in the Enterprise Support program, Customer may assign the "Business Critical" role to each of its unlimited Designated Contacts. For Designated Contacts with the "Business Critical" role:

  o (1) Google will respond to P1 Requests with a target initial response time of fifteen minutes 24 x 7;

  o (2) Google will respond to P2 Requests with a target initial response time of 4 hours 24 x 7;

  o (3) Google will respond to P3 and P4 Requests with an initial target response time of 8 hours during the Hours of Operation.

- (d) The Enterprise Support offering includes support from Google's technical account management team ("Technical Account Management"), as described in Section 5.2 (Enrollment and Unenrollment).

5.2 Enrollment and Unenrollment

The Enterprise Support program requires a minimum 1 year Fee commitment. When Customer enrolls in Enterprise Support, any applicable Fees will be pro-rated in that month and then continue to apply during each month in the 1-year commitment period. Customer may unenroll from the Enterprise Support program at any time by notifying Google in writing and any such unenrollment will take effect, and applicable Fees for Customer's downgraded Support Role(s) will be calculated at the downgraded amount, from the later of (i) the date of such unenrollment, and (ii) the business day following the 1-year anniversary of Custome's enrollment in Enterprise Support. If Customer is an existing Platinum Support customer, instead of the 1-year Fee commitment during Customer's current term, the terms of Customer's current Platinum Support Order Form will govern its use of Enterprise Support until the expiration of such Order Form.

5.3 Technical Account Management

As part of the Enterprise Support offering, Customer will receive access to a dedicated Technical Account Manager for 1 day per work week. Additional access to Technical Account Management may be purchased, subject to additional fees and terms. Please contact your account team for pricing details. Technical Account Management includes: (a) assistance in developing a cloud strategy with respect to the Services, (b) best practices guidance on implementing and using the Services, and (c) management of technical support escalations and coordination with Google subject matter experts to address technical inquiries related to the Services.

6. Professional Services

Depending on the type, scope, and duration of any professional services requested (e.g., implementation, configuration, data migration, or other forms of technical assistance), additional fees and terms may apply.

7. Definitions

7.1 24 x 7

24 x 7 means twenty-four hours a day, seven days a week.

7.2 Business Day

Business Day means any day during the Hours of Operation.

7.3 Business Hours

- (a) Business Hours in China means 09:00 to 17:00 on Monday to Friday China Standard Time.
- (b) Business Hours in Japan means 09:00 to 17:00 on Monday to Friday Japan Standard Time.
- (c) Business Hours in Korea means 09:00 to 17:00 on Monday to Friday Korean Standard Time.

7.4 Designated Contacts

Designated Contacts means individual Admin Console users who are designated by Customer as administrators or technical employees and who are allowed to contact Google for technical support.

7.5 Enterprise Support

Enterprise Support means the technical support offering described in Section 5.

7.6 Feature Request

Feature Request means a Request to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.

7.7 Google Support Personnel

Google Support Personnel means the Google representatives responsible for handling Requests.

7.8 Hours of Operation

Hours of Operation means 17:00 on Sunday to 17:00 on Friday Pacific Time Zone, except for holidays in local time for each region documented in the Admin Console.

7.9 Maintenance

Maintenance means maintenance work that is performed on hardware or software delivering the Services.

7.10 P1

P1 means Critical Impact – Service Unusable in Production.

7.11 P2

P2 means High Impact – Service Use Severely Impaired.

7.12 P3

P3 means Medium Impact – Service Use Partially Impaired.

7.13 P4

P4 means Low Impact – Service Fully Usable.

7.14 Priority

Priority means the level of impact a Request is having on Customer's operations and is used to establish initial target response times. Priority is established on a scale of P1 through P4.

7.15 Request

Request means a request from a Designated Contact to Google Support Personnel for technical support to resolve a question or problem report regarding the Services.

7.16 Role-Based Support

Role-Based Support means Google's technical support offering enabling Customer to choose the number of Designated Contacts who are allowed to contact Google for

technical support and the type of Support Role that best corresponds to each contact, as described in these Guidelines.

7.17 Support Data

Support Data means account details and the information that Customer provides to Google for the purpose of obtaining TSS under these Guidelines, including requests for support and the details provided to Google about the specific support issue.

7.18 Support Role

Support Role means the level of support available to a Designated Contact under Role-Based Support, as defined by one of three tiers (Basic, Development, Production) and as designated by Customer in accordance with Section 1 (Obtaining Support).

Appendix 6

Google Cloud Platform Acceptable Use Policy

Last modified: December 16, 2015 | Previous Versions

Use of the Services is subject to this Acceptable Use Policy.

Capitalized terms have the meaning stated in the applicable agreement between Customer and Google.

Customer agrees not to, and not to allow third parties to use the Services:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing Customer End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);

- to engage in, promote or encourage illegal activity;

- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);

- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;

- to disable, interfere with or circumvent any aspect of the Services;

- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); or

- to use the Services, or any interfaces provided with the Services, to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.

Appendix 7

Digital Millennium Copyright Act

The Digital Millennium Copyright Act

It's Google's policy to respond to clear notices of alleged copyright infringement. Our response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If we take action in response to a notice, we may try to notify the alleged infringer or the operator of the affected site.

We may also document notices of alleged infringement on which we act. We may forward the content in your notice to the nonprofit organization Lumen, which publishes these notices after removing certain personal information. You can see an example of such a publication here. For products like Google Web Search, we provide a link to the notice as published by Lumen in place of the removed content.

This page provides instructions for filing the following types of complaints:

• Infringement Notification
• Counter notification

Infringement Notification

To file a notice of infringement with us, please file a complaint using the steps available at our legal troubleshooter. By selecting the appropriate product, the form will prompt you to provide all the information listed below that is required to submit a valid DMCA complaint. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights. Indeed, in a past case (please see http://www.onlinepolicy.org/action/legpolicy/opg_v_diebold/ for more information), a company that sent an infringement notification seeking removal of online materials that were protected by the fair use doctrine was ordered to pay such costs and attorneys fees. The company agreed to pay over $100,000. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Counter notification

The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question.

Please click on the relevant link below if you would like to file a counter notice for one of the following products:

Blogger
Web
Search

Google+ Pages/Profiles

If your issue relates to a product not listed above, please find it on our legal troubleshooter and choose the "Counter Notice" option. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. A sample counter notification may be found at http://www.lumendatabase.org/dmca/counter512.pdf.

When filling out our counter notice form, please be sure to identify the specific URLs or other unique identifying information of material that Google has removed or to which Google has disabled access.

Account Termination

Many Google Services do not have account holders or subscribers. For Services that do, Google will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Google and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

Appendix 8

Google Cloud Platform Services in Scope by Compliance Program

Last modified: November 13, 2017 | Previous Versions

Capitalized terms have the meaning stated in the applicable agreement between Customer and Google.

The following Services fall within the scope of one or more of: Google's ISO 27001 Certification, ISO 27017 Certification, ISO 27018 Certification, PCI DSS Certification, SOC 1 Report, SOC 2 Report and SOC 3 Report. A done in the table below indicates that the Service (row) is in scope for the specified certification or report (column).

Service	ISO 27001, 27017, 27018 Certifications	SOC 1, 2, 3 Reports	PCI DSS Certification
Google App Engine	done	done	done
Google App Engine Flexible Environment	done	done	done
Google BigQuery	done	done	done
Google Cloud Bigtable	done	done	done
Google Cloud Billing API	done	done	
Google Cloud CDN (Content Delivery Network)	done	done	done
Google Cloud Console	done	done	done
Google Cloud Data Loss Prevention API	done	done	done
Google Cloud Dataflow	done	done	done
Google Cloud Datalab	done		
Google Cloud Dataproc	done	done	done
Google Cloud Datastore	done	done	done
Google Cloud DNS	done	done	done
Google Cloud Endpoints	done		

Service	ISO 27001, 27017, 27018 Certifications	SOC 1, 2, 3 Reports	PCI DSS Certification
Google Cloud Functions	done	done	done
Google Cloud Healthcare	done	done	done
Google Cloud IAM (Identity & Access Management)	done	done	done
Google Cloud Jobs API	done	done	
Google Cloud Key Management Service	done	done	done
Google Cloud Launcher	done	done	done
Google Cloud Load Balancing	done	done	done
Google Cloud Machine Learning Engine	done	done	done
Google Cloud Mobile App	done	done	
Google Cloud Natural Language API	done	done	done
Google Cloud Pub/Sub	done	done	done
Google Cloud Resource Manager	done	done	done
Google Cloud Router	done	done	done
Google Cloud SDK	done	done	
Google Cloud Security Scanner	done	done	done
Google Cloud Shell	done	done	done
Google Cloud Source Repositories	done	done	
Google Cloud Speech API	done	done	done
Google Cloud SQL	done	done	done
Google Cloud Storage	done	done	done
Google Cloud Translation API	done	done	done
Google Cloud Vision API	done	done	done
Google Cloud Virtual Network	done	done	done
Google Cloud VPN	done	done	done
Google Compute Engine	done	done	done

Service	ISO 27001, 27017, 27018 Certifications	SOC 1, 2, 3 Reports	PCI DSS Certification
Google Cloud Build	done	done	done
Google Kubernetes Engine	done	done	done
Google Container Registry	done	done	done
Google Deployment Manager	done	done	done
Google Genomics	done	done	
Google Service Control	done	done	
Google Stackdriver Debugger	done	done	done
Google Stackdriver Error Reporting	done	done	done
Google Stackdriver Logging	done	done	done
Google Stackdriver Trace	done	done	done

Appendix 9

Google Cloud Platform Subject to the Deprecation Policy

Last modified: January 31, 2019 | Previous Versions

The following Google Cloud Platform Services versions and features are subject to the Deprecation Policy (as set forth in your applicable terms of service). Any versions, features, or functionality of the Services below labeled "Early Access", "Alpha", or "Beta" are excluded from the Deprecation Policy. See launch stages for further information about Google Cloud Platform launch stages.

- Access Transparency
- Dialogflow Enterprise Edition
- Google App Engine, excluding:
- Google App Engine development and deployment tool support for a programming language version that is no longer publicly supported by, or receiving security updates from, the organization maintaining that programming language
- Google BigQuery
- Google BigQuery Data Transfer Service, excluding:
- Where the SaaS reports provided by the originating SaaS application are no longer made available to the BigQuery Data Transfer Service.
- Google Cloud CDN
- Google Cloud IoT Core
- Google Cloud Dataflow
- Google Cloud Dataproc
- Google Cloud Datastore
- Google Cloud DNS
- Google Cloud Bigtable
- Google Cloud Key Management Service
- Google Cloud Machine Learning Engine
- Google Cloud Natural Language API
- Google Cloud Pub/Sub

- Google Cloud Storage
- Google Cloud Speech-to-Text
- Google Cloud SQL, excluding:
- Specific resource and instance types
- Google Cloud Translation
- Google Cloud Vision
- Google Compute Engine, excluding:
- Specific resource and instance types
- Google Kubernetes Engine, excluding:
- Any cluster node versions more than two minor versions older than the master node current release, as described in the Google Kubernetes Engine Documentation
- Cloud Firestore
- Cloud Spanner
- Google Stackdriver
- IPSec VPN
- Cloud Talent Solution
- Cloud Text-to-Speech

RED HAT
SUBSCRIPTION SERVICES AGREEMENT
(FOR END USERS ON SERVICE PROVIDER'S CLOUD)

PLEASE READ THIS RED HAT SUBSCRIPTION SERVICES AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, EXECUTING OR USING RED HAT SOFTWARE OR SERVICES. BY INSTALLING, EXECUTING OR USING RED HAT SOFTWARE OR SERVICES, YOU SIGNIFY ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT INSTALL, EXECUTE OR USE RED HAT SOFTWARE AND/OR SERVICES.

This is an Agreement between Red Hat, Inc. ("**Red Hat**") and the individual or entity which purchased Red Hat Subscription Services from the Service Provider for use in the Portal ("**You**" or "**you**").

1. Background and Definitions.

1.1 **Definitions. "Instance"** means a virtual or physical system on which you or the Service Provider installs or executes all or a portion of the Software.   "**Portal**" means the Service Provider's online portal through which you purchase and/or receive access to Software and Services. "**Software**" means the Red Hat branded software, including all modifications, additions and further enhancements, in each case, which are provided by Red Hat and obtained directly or via a Service Provider or another third party. "**Services**" means access to Software maintenance in the form of Software fixes, updates, upgrades, modifications, images and security advisories, when and if available, provided by Red Hat and delivered to you by the Service Provider. "**Service Provider**" means the Red Hat authorized third party from whose Portal you receive access to Software and Services.   "**Subscription Services**" refer to the Red Hat Software and Services provided to you for a specific term and made available by a Service Provider.

1.2 **Agreement Background.** You have purchased the right to access Red Hat Subscription Services from Service Provider for use in the Portal. This Agreement establishes the terms and conditions under which Red Hat will provide those Subscription Services to you in connection with your use in the Portal, which are in addition to the terms contained in the agreement between you and the Service Provider. Red Hat is not responsible for (a) the actions of Service Provider, (b) any additional obligations, conditions or warranties provided by Service Provider or (c) any products and/or services that Service Provider provides to you under agreements between you and Service Provider, including any access, outages or unavailability of the Software or Services on the Portal. In order to provide a positive support experience, Red Hat and Service Provider may collaborate on issues relating to your Subscription Services on the Portal and you consent to Red Hat discussing your Subscriptions Services and related information with the Service Provider for such purposes.

2. Terms of Service

2.1 **Software Access and Services.** For each Instance purchased from Services Provider for use in the Portal, you will receive access to the Subscription Services. Subscription Services are provided only for your own benefit and use within the Portal. Support services, if any, will be provided to you by the Service Provider and Red Hat will not provide to you any direct technical assistance or other support services under this Agreement.

2.2 **Purchase Requirements.** During the term of this Agreement as set forth in Section 6, you are required to purchase Services for each Instance from either (i) Service Provider or (ii) Red Hat or a Red Hat authorized business partner. If you are using any of the Services to support or maintain Instances of Red Hat or non-Red Hat software (other than Instances obtained under a paid Subscription) either within or outside the Portal, then you are required to notify Red Hat of such use and pay Red Hat the standard published software subscription fees for such use (e.g. https://www.redhat.com/wapps/store/catalog.html) under the terms of the Red Hat Enterprise Agreement, a copy of which is set forth at www.redhat.com/licenses. Distributing the Subscription Services (or any portion) to a third party outside the Portal or using the Subscription Services to support a third party without paying the respective fees is a material breach of this Agreement even though the open source license applicable to individual software packages may give you the right to distribute those packages (and this Agreement is not intended to interfere with your rights under those individual licenses). For clarification purposes, this Agreement **does not** apply to Software subscriptions purchased from Red Hat directly for use outside the Portal or in conjunction with the Red Hat Cloud Access program (as set forth at https://www.redhat.com/solutions/cloud/access/enroll.html). The Red Hat Cloud Access program is the method through which you may migrate Software subscriptions purchased from Red Hat to use on the Service Provider's Portal.

3. License.
Use of the Software is governed by the applicable end user license agreement posted at https://www.redhat.com/licenses/eulas/. No right, express or implied, is granted under this Agreement to (i) use any Red Hat or affiliate trade name, service mark, or trademark or (ii) distribute the Software utilizing any Red Hat or affiliate trademarks.

4. Service Provider Specific Services.
Service Provider may offer specific services, offerings or protections related to its Portal, including but not limited to the provision of Services by US only personnel, compliance with certain regulations or regimes or other such Service Provider specific obligations ("**Service Provider Offerings**"). Other than as specifically agreed to by Red Hat in writing, the Subscription Services are not provided subject to the terms of those Service Provider Offerings, and any Service Provider Offerings solely relate to the Service Provider or the Portal itself and not to the Red Hat Software and/or Services operated on the Portal.

**5.	Confidentiality.**

**5.1	Obligations.** During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "**Confidential Information**" means all information disclosed by either Red Hat or you ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

**5.2	Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

**6.	Term, Reporting and Inspection.**

The Agreement begins on the date that you accept this Agreement or the date you first obtain access to the Subscription Services in the Portal, whichever is earlier, and continues for the period of time you have access to the Subscription Services in the Portal (subject to Section 12). A party may terminate this Agreement for breach if the other party has failed to cure a breach within ten (10) days of written notice by the non-breaching party, provided that you may have other or additional obligations to the Service Provider in order terminate access to the Subscription Services and the terms of this Agreement shall apply until such access is terminated. During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect and review your facilities and records in order to verify your compliance with this Agreement. Red Hat will give you written notice of any non-compliance, and you will have fifteen (15) days from the date of such notice to make payment to Red Hat for any amounts owed. You acknowledge and consent to Red Hat's receipt of usage information with respect to the Subscription Services from the Service Provider.

**7.	Limitation of Liability and Disclaimer of Damages**

**7.1	Limitation of Liability.** FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT TO EXCEED THE AMOUNT THAT YOU PAID TO SERVICE PROVIDER ATTRIBUTABLE TO THE RED HAT SERVICES PROVIDED UNDER THIS AGREEMENT (AS DEFINED IN SECTION 1.1 ABOVE) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT, LESS THE AMOUNT RECOVERABLE BY YOU FROM SERVICE PROVIDER RELATING TO SUCH LIABILITY.

**7.2	Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO YOU OR YOUR AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.	Representations and Warranties.**

Red Hat represents and warrants that, to its knowledge, the Software does not intentionally include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE, THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS OR THAT INFORMATION STORED WHEN USING THE SERVICES ON SERVICE PROVIDER'S PORTAL WILL BE SECURE. RED HAT SERVICES MAY BE SUBJECT TO DELAYS, OR OTHER LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS; RED HAT IS NOT RESPONSIBLE FOR SUCH DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RED HAT, ITS AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS, SERVICE PROVIDER OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. Without limiting the generality of the foregoing disclaimer, Red Hat Software and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems

or (c) direct life support systems. You agree that you are solely responsible for the results obtained from the use of the Red Hat Software and Services.

9. **Open Source Assurance**. Purchases of Subscription Services under this Agreement entitle you to participate in Red Hat's Open Source Assurance Program which is described at http://www.redhat.com/rhel/details/assurance/. The terms for this optional program are subject to a separate agreement which can be viewed at http://www.redhat.com/legal/open_source_assurance_agreement.html.

10. **Governing Law/Consent to Jurisdiction.** Any claim, controversy or dispute arising out of or related to this Agreement is governed by the substantive laws of the State of New York. To the extent permissible by law, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the Agreement. Any claim, controversy or dispute arising out of, or in connection with, or with respect to the validity, interpretation and/or enforcement of the Agreement, including the breach, will be settled exclusively in the state or federal courts of Wake County, North Carolina. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the party first became aware, or reasonably should have been aware, of the basis for the claim.

11. **Export & Privacy**. As between Red Hat and you, you are solely responsible for complying with any applicable export laws or regulations related to your use of the Subscription Services and you agree not to transmit information, data or technology governed by the International Traffic in Arms Regulations to Red Hat in the course of your use of the Subscription Services. Red Hat may supply you with technical data that may be subject to export control restrictions. Red Hat will not be responsible for compliance by you with applicable export obligations or requirements for such technical data. You acknowledge and agree that to provide the Services it may be necessary for information to be transferred between Red Hat, its affiliates, business partners, and/or subcontractors, which may be located worldwide.

12. **Updates to Terms.** Red Hat may modify this Agreement at any time by posting a revised version at https://www.redhat.com/en/about/cloud_cssa, by otherwise notifying you, and/or by requiring you to accept the new revised terms. The modified terms will become effective (i) upon posting or (ii) if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to review this Agreement to be aware of the most recent terms. Red Hat last modified this Agreement on the date listed at the bottom of this Agreement.

13. **Miscellaneous.**
   (13.1) Notices. Notices must be in English, in writing. To give notice to Red Hat under this Agreement, you must contact Red Hat using a method that provides for positive confirmation of delivery to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com. Notices provided by overnight courier will be effective one business day after they are sent and email will be effective on the date it was sent. **(13.2) Assignment.** This Agreement is binding on the parties to this Agreement and nothing in this Agreement confers upon any other person any right, of any nature, save for the parties' affiliates. Red Hat may assign this Agreement to its affiliates or subsidiaries or pursuant to a merger or a sale of all or substantially all its assets or stock. **(13.3) Force Majeure.** Except with respect to the payment of fees under this Agreement, neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. **(13.4) Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement; provided, however, that if Section 7 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety. **(13.5) Waiver.** No waiver will be valid unless in writing signed by an authorized representative of the party against whom such waiver is sought. **(13.6) Complete Agreement.** This Agreement represents the complete agreement between the parties with respect to subject matter hereof and all other agreements with respect to the subject matter hereof are merged therein. **(13.7) Amendment.** Except as set forth in Section 12, this Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto, which instrument makes specific reference to this Agreement.   **(13.8)** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.   **(13.9) Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.