

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 290043  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
9-7-2023  
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 11 August 2023

Name of Contract Initiator: Ethan Caren Telephone #: 904-336-9603

School/Dept Submitting Contract: Information & Technology Cost Center # 9040

Vendor Name: CDW Government LLC

Contract Title: Google Workplace for Education Plus

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 210058 PO: P2105086

Contract Term: 3 years Renewal Option(s): Annual

Contract Cost: \$132,800.00 yearly, total \$398,400 for the 3 year term.

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100.6500366.9040.0000.0000.000.0  
 Funding Source: Budget Line # \_\_\_\_\_

**NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

**INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."**

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.  
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.  
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).  
 Workers' Compensation = \$100,000 Minimum  
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED  
 AUG 15 2023  
 PURCHASING

RECEIVED  
 8/16/23

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

| CONTRACT REVIEWED BY:  | COMMENTS BELOW BY REVIEWING DEPARTMENT   |
|--|--|
| Purchasing Department <u>B78</u><br>Review Date <u>8/16/23</u> | <u>This Agreement replaces 210058 for G-Suite Education Technology/Software/License piggyback E+I contract CNR 01402. (purchasing worked w/ vendor on CSO)</u> |
| School Board Attorney <u>dB</u><br>Review Date <u>8/18/23</u>  | _____  |
| Other Dept. as Necessary                                       | _____  |
| Review Date  | _____  |

PENDING STATUS:  YES  NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS  **APPROVED** B78 DATE: 8/21/23



# CDW Customer Service Order Form (CSO)

## Google Workspace for Education Plus

|                              |   |
|------------------------------|---|
| Seller                       | CDW Government LLC                                |
| Seller Address               | 200 N. Milwaukee Avenue, Vernon Hills, IL 60061   |
| Customer                     | Clay County District Schools (FL)                 |
| Subscription Term Start Date | Upon Renewal Service Activation: November 2, 2023 |

| NAME  | PRICE  | QTY   | SUBTOTAL     |
|---|--------|-------|--------------|
| Google Workspace for Education Plus - Multi | \$3.32 | 40000 | \$132,800.00 |
| Year  |        |       |              |
| student licenses                            |        |       |              |
| Google Workspace for Education Plus - Multi | \$0.00 | 10000 | \$0.00       |
| Year  |        |       |              |
| staff licenses                              |        |       |              |

**Annual Subscription Term Fee Total** **\$132,800.00**

The total cost over the term of the 3-year agreement is \$398,400

| Google workspace add-on Products/services | Licensed Quantity | Subscription Term | Monthly Service Fee Per User | Total Monthly Service Fee |
|---|-------------------|-------------------|------------------------------|---------------------------|
|   |                   | Monthly           | \$                           | \$                        |

Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees\* \$ \_\_\_N/A\_\_\_

\* These are estimated monthly taxes and fees only. These taxes and fees may vary based on Customer's geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.

+ In addition to the Monthly Service Fee, Customer will be responsible for any international voice services, which will be charged at Google's published international calling rates, which can be accessed here [Calling Rates](#).

Customer Technical Contact      Ethan Caren  
Phone Number  
Email address                      ethan.caren@myoneclay.net

Off-Domain Email Address  
Google App Domain                myoneclay.net

NCES ID (If applicable)            1200300

Order Type (If applicable)

**Subscription Term Fee Total: \$132,800 paid annually, \$398,400 total for 3-year term**

Terms:

**1. TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Cloud Storage and Productivity Services Agreement CNR01402 between CDW Government LLC and E&I Cooperative Services effective July 1, 2016 (the "Agreement"). If there is a conflict between this Order and the Agreement, then the Agreement will control, except as expressly amended in this Order by specific reference to the Agreement.

**2. PAYMENT** - Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller\*. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees". \*Florida State § 218.70 - 218.80 Local Government Prompt Payment Act

**3. ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

**4. SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

**5. CANCELLATION POLICY FOR GOOGLE VOICE** – To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty (60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.

**6. NON-CANCELLABLE/NON-REFUNDABLE** – Except as set forth above for the Google Voice services, the Google Workspace for Education Annual Subscription purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

**7. GOOGLE REQUIRED TERMS:**

(a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.

(b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.

(c) Customer acknowledges and agrees that Seller is the 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 EU Directive;

(d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;

(e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and

(f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W [oneclay.net](http://oneclay.net)

SUPERINTENDENT OF SCHOOLS

David S. Broskie

### BOARD MEMBERS:

Erin Skipper, District 1

Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gilhousen, District 5

August 8, 2023

Our institution would like to purchase **Education Plus**, and our primary Google Workspace for Education Domain is **myoneclay.net**.

This letter verifies the purchase of **40,000** student licenses, which is equal to or greater than our current full-time student enrollment of **38,699**.

We understand that:

This product is licensed on a per user basis, meaning that student and staff licenses will need to be assigned to individual users in the Google domain.

Our institution will receive 1 free faculty license for every 4 paid student licenses.

If the 1:4 ratio above doesn't meet our needs, additional licenses can be purchased to provide a buffer for changes in enrollment or for part-time students, alumni, or others.

We may add student licenses at any time during the subscription term by purchasing more through our reseller.

Sincerely,

Ethan Caren  
Director of Information Services  
Clay County District Schools



AMENDMENT NUMBER 5  
TO MASTER AGREEMENT CNR01402  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CDW GOVERNMENT LLC

CNR

This AMENDMENT NUMBER FIVE ("Amendment") is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW GOVERNMENT LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Cloud Storage and Productivity Services, dated July 1, 2016 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to exercise the four (4) year renewal option of the Agreement as noted in Section II, Term of Agreement. The new expiration date is June 30, 2025 with no remaining renewals.
2. E&I and Supplier agree to remove annual subscription pricing specific to Box. Therefore, Attachment A of the Agreement is hereby deleted in its entirety and replaced with Attachment A dated February 19, 2021, attached and incorporated herein.
3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of February 19, 2021.

CDW GOVERNMENT LLC

DocuSigned by:  
By: David Hutchins  
9CF4A8C1BBA446C...

Name: David Hutchins

Title: Vice President, Strategic Programs

Date: 3/5/2021 | 1:19 PM EST

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:  
By: Gary D. Link  
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Solutions Officer

Date: 3/5/2021 | 5:20 PM EST

DS  
IRR



Master Agreement Number CNR01402  
CDW Government LLC

Attachment A  
Updated February 19, 2021

## Attachment A

### Cloud Services Pricing

| <u>Cloud Service Provider*</u> | <u>Discount off MSRP</u>              |
|--------------------------------|---------------------------------------|
| Acronis                        | 18%                                   |
| CloudLock                      | 15%                                   |
| DropBox                        | 20%                                   |
| Egnyte                         | 15%                                   |
| Nasuni                         | 13%                                   |
| OneLogin                       | 30%                                   |
| SyncPlicity                    | 15%                                   |
| UniTrends                      | 13%                                   |
| All Other                      | 3% off Supplier's<br>Advertised Price |

\* Certain Cloud Service Providers require additional terms and conditions be accepted solely for Member's use of their Cloud Services, including but not limited to, AWS, Barracuda, BOX.com, Carbon Black, CrowdStrike, Cylance, Druva, Nasuni, Proofpoint, Okta, Splunk Cloud, zScaler. Supplier will require Member to execute Cloud Service Provider's End User License Agreement ("EULA") prior to the enablement of the Cloud Services.

### Relevant Terms

#### A. Invoices and Payment

Payment terms are Net 30, unless superseded by member's state statutes. Invoices shall be directed to the appropriate location(s) specified by member. The member placing the order with Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced directly by Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

#### B. Receipt of Product and/or Service

Normal delivery of orders must be accomplished at established times as set by the member. Selection of a carrier for shipment will be Supplier's option unless otherwise specified by member. Supplier shall maintain records evidencing the delivery of goods and upon request by member provide such proof of delivery.

Title and risk of loss shall pass to the member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and/or installation. The products furnished shall be delivered **F.O.B. Destination, Full Freight Allowed** (Supplier pays freight).

#### C. Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of Supplier or a subcontractor cause visible damage to the facilities during transport, Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.



Master Agreement Number CNR01402  
CDW Government LLC

Attachment A  
Updated February 19, 2021

**D. Returns - Defective and Non-Conforming Products or Services**

For cloud based solutions, third party cloud provider's return policy shall apply. For hardware products, return requests shall be submitted to Supplier and are governed by Supplier's return policy available at [http://webobjects.cdw.com/webobjects/docs/PDFs/Return\\_Policy.pdf](http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf).

No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number. Member has five (5) days to return a product after the applicable RMA is issued. Supplier reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving products that are unaccompanied by valid RMA's.

**E. Warranty and Product Condition of Sale**

For third party cloud providers, the manufacturer's standard warranty shall apply. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

**F. Minimum Orders**

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

**G. New and Discontinued Products/Services**

The percentage discounts for new products/services shall be equal to the pricing structure herein.

**H. No Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member.

**I. Replacement Parts**

The percentage discounts for replacement parts shall be equal to the pricing structure herein.

**J. Supplemental Charges**

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member.

**K. Order Fulfillment, Distribution and Installation Agreements**

Members may have their own order fulfillment/distribution/installation agreements with a third party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

**L. Storage**

If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

**M. Samples**

If requested, Supplier shall provide samples of products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.





Master Agreement

CDW Government LLC
Cloud Storage and Productivity Services
Master Agreement Number CNR01402
July 1, 2016

This Master Agreement (the "Agreement") is effective as of July 1, 2016 by and between CDW Government LLC, an Illinois limited liability corporation with offices located at 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not-for-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on RFP # 683274 for Cloud Storage and Productivity Services, all addenda, Supplier response, best and final offer and negotiations.

I. Scope

This national agreement shall apply to all E&I member institutions (as listed in the Official Member List, as updated from time-to-time, to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered member institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier's cloud provider.

II. Term of Agreement

The Agreement term will be for five (5) years, effective July 1, 2016 through June 30, 2021, with one (1) four- (4) year renewal. Prior to the end of the initial five- (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing

The percentage discounts for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Percentage discounts off Supplier's list price shall remain firm for the life of the Agreement unless improved for the benefit of the membership. Supplier is authorized to offer members enhanced pricing on a case-by-case basis or under a Member Specific Agreement and both shall be considered part of this Agreement.

IV. Holdover Clause

A holdover clause may be invoked to allow Supplier to continue to provide products and services pursuant to any quotation, purchase order or Member Specific Agreement ("MSA") executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

V. Member Rebate

Participating members will receive an annual rebate based on purchases made under this Agreement. Supplier shall submit the rebate amount and supporting report of sales by member to E&I no later than ninety (90) days after end of calendar year. E&I shall allocate the rebate back to respective members for their use of the Agreement as follows:

Table with 2 columns: Annual Member Purchases and Rebate Percentage. Rows show purchase ranges from \$250,000 to \$3,000,001+ with corresponding rebate percentages of 0.50%, 0.75%, and 1.00%.

VI. Terms and Conditions

Unless otherwise superseded by the terms and conditions agreed to by the contracting member institution and Supplier, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect, except where Supplier and member institution agree to contrary terms. See Attachment B for E&I's General Terms and Conditions.



Master Agreement

CDW Government LLC  
 Cloud Storage and Productivity Services  
 Master Agreement Number CNR01402  
 July 1, 2016

**VII. Member List**

The official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

**VIII. Signatures**

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

CDW Government LLC

Supplier

*Amanda Ewertowski*  
 Signature

Amanda Ewertowski

Printed Name

Manager, Program Management

Title

7/5/2016

Date

E&I Cooperative Services, Inc

Signature

*Gary D. Link*  
 Signature

Gary D. Link, C.P.M.

Printed Name

Sr. Vice President, Consulting Group & Contracts

Title

7/5/16

Date

**Attachment A  
 Pricing**

| Cloud Solution | Discount off MSRP                  |
|----------------|------------------------------------|
| Acronis        | 18%                                |
| CloudLock      | 15%                                |
| DropBox        | 20%                                |
| Egnyte         | 15%                                |
| Nasuni         | 13%                                |
| OneLogin       | 30%                                |
| SyncPlicity    | 15%                                |
| UniTrends      | 13%                                |
| All Other      | 3% off Supplier's Advertised Price |

**Relevant Terms**

**A. Invoices and Payment**

Payment terms are Net 30, unless superseded by member's state statutes. Invoices shall be directed to the appropriate location(s) specified by member. The member placing the order with Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced directly by Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

**B. Receipt of Product and/or Service**

Normal delivery of orders must be accomplished at established times as set by the member. Selection of a carrier for shipment will be Supplier's option unless otherwise specified by member. Supplier shall maintain records evidencing the delivery of goods and upon request by member provide such proof of delivery.

Title and risk of loss shall pass to the member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and/or installation. The products furnished shall be delivered F.O.B. Destination, Full Freight Allowed (Supplier pays freight).

**C. Tracking Lost and Damaged Shipments**

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of Supplier or a subcontractor cause visible damage to the facilities during transport, Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

**D. Returns - Defective and Non-Conforming Products or Services**

For cloud based solutions, third party cloud provider's return policy shall apply. For hardware products, return requests shall be submitted to Supplier and are governed by Supplier's return policy available at [http://webobjects.cdw.com/webobjects/docs/PDFs/Return\\_Policy.pdf](http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf).

No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number. Member has five (5) days to return a product after the applicable RMA is issued. Supplier reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving products that are unaccompanied by valid RMA's.

**E. Warranty and Product Condition of Sale**

For third party cloud providers, the manufacturer's standard warranty shall apply. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

**F. Minimum Orders**

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

**G. New and Discontinued Products/Services**

The percentage discounts for new products/services shall be equal to the pricing structure herein.

**H. No Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member.

**I. Replacement Parts**

The percentage discounts for replacement parts shall be equal to the pricing structure herein.

**J. Supplemental Charges**



*Master Agreement*

CDW Government LLC  
Cloud Storage and Productivity Services  
Master Agreement Number CNR01402  
July 1, 2016

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member.

**K. Order Fulfillment, Distribution and Installation Agreements**

Members may have their own order fulfillment/distribution/installation agreements with a third party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

**L. Storage**

If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

**M. Samples**

If requested, Supplier shall provide samples of products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.



*Master Agreement*

CDW Government LLC  
Cloud Storage and Productivity Services  
Master Agreement Number CNR01402  
July 1, 2016

**Attachment B**  
**E&I General Terms and Conditions**

**1. Orders**

Supplier will act as a rebiller only for all cloud sales. Accordingly, before purchasing cloud services, member institutions will (i) enter into an agreement with the third party cloud provider to govern cloud purchases; and (ii) sign Supplier's standard Cloud Service Order form (Attachment C).

**2. Emergency Purchases**

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

**3. Supplemental Agreements**

Member and Supplier may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed is exclusively between the member and Supplier. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

**4. Third Party Distributors/Subcontractors**

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade.

Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

**5. Education Pricing/Pricing Parity**

Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

**6. Interpretation, Enforcement and Forum of Laws**

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

**7. Compliance with Law**

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

**8. Funding Provided by Federal Contracts or Grants**

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

**9. Insolvency**

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with



*Master Agreement*

CDW Government LLC  
Cloud Storage and Productivity Services  
Master Agreement Number CNR01402  
July 1, 2016

or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

**10. Assignments**

Supplier shall not assign this Agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

**11. Resale**

If E&I, and/or member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or member.

**12. Patent Trademark and Copyright Infringement**

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all third party actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

**13. Use of Name, Logos, etc. in Advertising**

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of E&I. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

**14. Transactions between Supplier and E&I Member**

The purchase of products and/or services by a member from Supplier is a transaction solely between member, Supplier and/or the third party cloud provider. It is understood and agreed that if any litigation arises between Supplier and any E&I member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

**15. Responsibility for Damage Claims**

The Supplier shall hold harmless E&I and the member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the tangible work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the tangible work resulting from any act, omission, neglect, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the tangible work; or from their failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the member.

**16. Protection of Property and Liability**

The Supplier shall take care not to damage the premises or the tangible property of others, and in case such damage occurs as the result of operations under this contract, it shall make appropriate restitution. If the Supplier fails to pay for any damages, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

**17. Indemnification of E&I and Member**

Supplier agrees to indemnify and hold harmless E&I and its members from and against all third party liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to the member by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services

furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the member, E&I or its employees. Supplier, at the request of the member and E&I shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against member or E&I, or their respective officers, agents, servants, and employees.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY SUPPLIER OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF SUPPLIER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY THE MEMBER DURING THE YEAR PRIOR TO THE CLAIM FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM.

**18. Insurance**

If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance including E&I and member as additional insured.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

**19. Licenses/Permits/Taxes and Tax Exempt Status**

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

**20. Americans With Disabilities Act**

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

**21. Compliance with Immigration Reform and Control Act of 1986**

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

**22. Alcohol, Tobacco & Drug Rules and Regulations**

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

**23. Equal Opportunity**

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

**24. Non-Discrimination**

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

**25. Sexual Harassment**

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**26. Employee Documentation**

At any time during the term of the Agreement, a member may require Supplier to provide a complete dossier of each employee who has been given an assignment at the member institution. This may include employment history, education, job references, certificates, licenses, and certification of background check.

**27. Federal Debarment**

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

**28. Expropriation**

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

**29. Hazardous Materials and OSHA Communication Standards**

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

**30. Compliance with Specifications**

E&I and all members acknowledge that Supplier is not the manufacturer of the products, software, services, or work supplied





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hereunder and that the only warranties offered are those of the manufacturer, not Supplier or its affiliates. In purchasing products, software, services, or work, member relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its affiliates.

**31. Gratuities**

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

**32. Covenant Against Contingency Fees**

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

**33. Suspension and Debarment**

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

**34. Conflict of Interest**

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall directly solicit for employment any officer or employee of the other party for a period of six (6) months from the date hereof.

**35. Strikes or Lockouts**

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any member, as a result of such job action, shall be reimbursed by the Supplier.

**36. Force Majeure**

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

**37. Modification of Terms**

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

**38. Termination for Convenience**

E&I may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

**39. Termination and Termination for Default**

E&I will notify the Supplier upon discovery of a breach of this Agreement. Upon a breach of this Agreement by Supplier, E&I shall give prompt written notice thereof to Supplier and may terminate this Agreement immediately, provided, however, that if such breach is capable of being cured, Supplier shall have 20 calendar days from its receipt of such notice to cure its breach. If Supplier fails to cure its breach within that 20-day period, E&I may terminate this Agreement upon the expiration of said 20-day period." A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform



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as required in any instance shall not constitute a waiver of termination rights in any other instance. An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

**40. Continuation of Performance Through Termination**

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

**41. Independent Audit**

Members may, for a period of three years after expiration of the Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced providing the Supplier a minimum of seventy-two (72) hours advance notice. The audit will be conducted by member and/or its designee. One (1) time per calendar year while this Agreement is in effect, Supplier will provide member with access to records related to this Agreement to facilitate an audit. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

**42. Open Records**

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

**43. Proprietary/Confidential Information**

All information, documentation, and other materials submitted by Supplier in response to the solicitation which resulted in this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

**44. Strict Compliance**

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

**45. Entire Agreement**

This Agreement together with the Attachments annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

**46. Notices**

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM  
Sr. VP, Consulting Group & Contracts  
E&I Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753

If to Supplier: CDW Government LLC  
Attn: General Counsel  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

With a copy to: CDW Government LLC  
Attn: Program Sales  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061



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Attachment C

[Insert Vendor name]  
Cloud Service Order Form

|                               |
|-------------------------------|
| "Seller": CDW Government LLC  |
| "Customer":                   |
| Subscription Term Start Date: |

| Cloud Services | Licensed User Quantity | Fee Per user | Initial Subscription Term | Monthly Service Fee |
|----------------|------------------------|--------------|---------------------------|---------------------|
| _____          | —                      | \$__         | _____*                    | \$__                |

\*The term will automatically renew for additional terms equal to the Initial Subscription Term (each a "Renewal Term") unless Customer cancels the Cloud Services as set forth below.

Initial Subscription Term Total: \$ \_\_\_\_\_

Terms:

- PAYMENT** – Customer will pay all Fees for the use of the Cloud Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee and all additional fees due hereunder are collectively referred to as "Fees".
- CANCELLATION** - If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer's notice of cancellation is not received in a timely manner, the Cloud Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred prior to cancellation.
- SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
- NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth above, the Cloud Services purchased under this Cloud Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services directly from \_\_\_\_\_ ("\_\_\_\_\_") pursuant to \_\_\_\_\_ standard terms and conditions. Customer further acknowledges that \_\_\_\_\_ and not Seller will be responsible for performance of the Cloud Services. Customer's obligations under this Cloud Service Order Form, including its payment obligations are subject to the current Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless there is a written agreement, between Customer and Seller covering Customer's purchase of products and services from Seller, in which case Customer's obligations are subject to the terms of the written agreement.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**AMENDMENT NUMBER 1  
TO AGREEMENT CNR01402  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CDW GOVERNMENT LLC**

This AMENDMENT to AGREEMENT CNR01402 for Cloud Storage and Productivity Services ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. E&I and Supplier mutually agree to add EDGAR Certifications to the Agreement, attached hereto and incorporated herein by reference.
2. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
3. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

CDW GOVERNMENT LLC

By: \_\_\_\_\_

Name: Mark A. Ellis

Title: Manager, Program Management

Date: 09/27/2017

Address (for Notices):  
CDW Government LLC  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Federal Tax ID: 36-4230110

E&I COOPERATIVE SERVICES, INC.

By: \_\_\_\_\_

Name: Gary D. Link, C.P.M.

Title: Sr. VP, Consulting Group & Contracts

Date: 09/27/2017

Address (for Notices):  
Educational & Institutional Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753-1671  
Federal Tax ID: 11-1694595

## EDGAR Certifications

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I/Member and ("Supplier") in all situations where Supplier has been paid or will be paid with federal funds:

### Overview:

#### **Article 7- Federal Terms and Conditions**

This Contract will include the following provisions per the Code of Federal Regulations, Title II, Part 200, Appendix II, which are hereby incorporated into and form part of the terms and conditions of the Contract:

#### **7.01 Equal Employment Opportunity Act (Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60).**

Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

#### **7.02 Davis-Bacon Act (40 U.S.C. 3141-3148).**

For prime construction projects in excess of \$2,000 under which Vendors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and will be required to pay wages not less than once a week. A copy of the current prevailing wage determination can be found at <http://www.wdol.gov>. This includes the Copeland "Anti-Kickback Act (40 U.S.C. 3145) providing that each Vendor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

#### **7.03 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Under Contracts awarded in excess of \$100,000, Vendors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. Nor construction laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

#### **7.04 Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.**

#### **7.05 Clean Air Act (42 U.S.C. 7401-7674q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387).**

Violations are to be reported to the regional office of the Environmental Protection Agency (EPA).

#### **7.06 Debarment and Suspension (Executive Orders 12549 and 12689).**

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.

#### **7.07 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).**

Vendors that compete for an award exceeding \$100,000 must file certification that it will not use federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant, or other award.

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### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Supplier agree? YES ME Initials of Authorized Representative of Supplier

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier in the event Supplier fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Member also reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if Member believes, in its sole discretion that it is in the best interest of Member to do so. Supplier will be compensated for work performed and accepted and products accepted by Member as of the termination date if the contract is terminated for convenience of Member. Any award under this procurement process is not exclusive and Member reserves the right to purchase products and services from other suppliers when it is in Member's best interest.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree to abide by the above? YES MAE Initials of Authorized Representative of Supplier

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? YES MJE Initials of Authorized Representative of Supplier

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? YES MJE Initials of Authorized Representative of Supplier

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES MJE Initials of Authorized Representative of Supplier

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Supplier agree? YES MJE Initials of Authorized Representative of Supplier

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

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#### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

---

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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E&I and its Members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Supplier certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

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#### CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

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Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier

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#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree? YES MAE Initials of Authorized Representative of Supplier



SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: CDW Government LLC  
Address: City, State, and Zip Code: 230 N. Milwaukee Ave, Vernon Hills, IL 60061  
Phone Number: 877-489-8641 Fax Number: N/A  
Printed Name and Title of Authorized Representative: Mark A. Ellis, Manager, Program Management  
Email Address: Markeli@cdw.com  
Signature of Authorized Representative: [Signature]  
Date: 8/10/2017

**AMENDMENT NUMBER 2  
TO AGREEMENT CNR01402  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CDW GOVERNMENT LLC**

This AMENDMENT to AGREEMENT CNR01402 for Cloud Storage and Productivity Services ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. E&I and Supplier mutually agree to add EDGAR Certifications – Additional Provisions to the Agreement, attached hereto and incorporated herein by reference.
2. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
3. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

CDW GOVERNMENT LLC

By: \_\_\_\_\_

Name: Mark Ellis

Title: Manager, Program Management

Date: 07/16/2018

Address (for Notices):  
CDW Government LLC  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Federal Tax ID: 36-4230110

E&I COOPERATIVE SERVICES, INC.

By: \_\_\_\_\_

Name: Gary D. Link, C.P.M.

Title: Sr. Vice President, Consulting Group & Contracts

Date: July 17, 2018

Address (for Notices):  
Educational & Institutional Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753-1671  
Federal Tax ID: 11-1694595

**EDGAR Certifications – Additional Provisions**

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

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**CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS**

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Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree? YES \_\_\_\_\_ Initials of Authorized Representative of Supplier If not applicable, see below\*

\*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: As a value added reseller, Supplier does not manufacturer the products directly, however we will comply with this section if it becomes applicable Does Supplier agree? YES X Initials of Authorized Representative of Supplier

---

**CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE**

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For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree? YES X Initials of Authorized Representative of Supplier If not applicable, see below\*

\*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_ Does Supplier agree? YES \_\_\_\_\_ Initials of Authorized Representative of Supplier

---

**CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS**

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In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier agree? YES X Initials of Authorized Representative of Supplier

---

**SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Supplier's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061

Phone Number: 732-982-0390

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Mark Ellis, Manager, Program Management

Email Address: markeli@cdwg.com

Signature of Authorized Representative:  \_\_\_\_\_

Date: 07/16/2018 \_\_\_\_\_



AMENDMENT NUMBER 4  
TO AGREEMENT CNR01402  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CDW GOVERNMENT LLC

Still Neg.  
Click-Through  
Terms 3  
Customer to use CDW  
Through E&I

This AMENDMENT NUMBER FOUR ("Amendment") is made between Educational & Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW GOVERNMENT LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Cloud Storage and Productivity Services, dated July 1, 2016 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier desire to incorporate additional annual subscription pricing specific to Box. Therefore, Attachment A of the Agreement is hereby deleted in its entirety and replaced with Attachment A dated May 1, 2019, attached and incorporated herein.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of May 1, 2019.

CDW GOVERNMENT LLC

DocuSigned by:  
By: Mark A. Ellis  
732325BF A064450...

Name: Mark A. Ellis

Title: Manager, Program Management

Date: 4/29/2019 | 1:45 PM EDT

Address (for Notices):  
CDW Government LLC  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Federal Tax ID: 36-4230110

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:  
By: [Signature]  
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Business Development Officer

Date: 4/29/2019 | 2:54 PM EDT

Address (for Notices):  
Educational & Institutional Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753-1671  
Federal Tax ID: 11-1694595

DS  
IRR



Master Agreement Number CNR01402  
CDW Government LLC

Attachment A  
Updated May 1, 2019

## Attachment A

### Cloud Services Pricing

| <u>Cloud Service Provider*</u> | <u>Discount off MSRP</u>              |
|--------------------------------|---------------------------------------|
| Acronis                        | 18%                                   |
| Box                            | refer to table below                  |
| CloudLock                      | 15%                                   |
| DropBox                        | 20%                                   |
| Egnyte                         | 15%                                   |
| Nasuni                         | 13%                                   |
| OneLogin                       | 30%                                   |
| SyncPlicity                    | 15%                                   |
| UniTrends                      | 13%                                   |
| All Other                      | 3% off Supplier's<br>Advertised Price |

### Box Pricing Table

| <u>Tier</u> | <u>Maximum Campus Size</u> | <u>Annual Subscription Fee</u> | <u>Implementation &amp; Setup</u><br>(one-time cost) |
|-------------|----------------------------|--------------------------------|--|
| 1A          | 1,500                      | \$9,000                        | \$2,000  |
| 1B          | 2,500                      | \$15,000                       | \$4,000  |
| 1C          | 3,500                      | \$21,000                       | \$4,000  |
| 1D          | 4,500                      | \$27,000                       | \$4,000  |
| 1           | 10,000                     | \$29,000                       | \$5,000  |
| 2           | 25,000                     | \$65,000                       | \$5,000  |
| 3           | 50,000                     | \$116,000                      | \$10,000   |
| 4           | 100,000                    | \$197,000                      | \$10,000   |
| 5           | 150,000                    | \$287,500                      | \$15,000   |
| 6           | 200,000                    | \$371,000                      | \$15,000   |

\* Certain Cloud Service Providers require additional terms and conditions be accepted solely for Member's use of their Cloud Services, including but not limited to, AWS, Barracuda, BOX.com, Carbon Black, CrowdStrike, Cylance, Druva, Nasuni, Proofpoint, Okta, Splunk Cloud, zScaler. Supplier will require Member to execute Cloud Service Provider's End User License Agreement ("EULA") prior to the enablement of the Cloud Services.

### Relevant Terms

#### A. Invoices and Payment

Payment terms are Net 30, unless superseded by member's state statutes. Invoices shall be directed to the appropriate location(s) specified by member. The member placing the order with Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced directly by Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.



Master Agreement Number CNR01402  
CDW Government LLC

Attachment A  
Updated May 1, 2019

**B. Receipt of Product and/or Service**

Normal delivery of orders must be accomplished at established times as set by the member. Selection of a carrier for shipment will be Supplier's option unless otherwise specified by member. Supplier shall maintain records evidencing the delivery of goods and upon request by member provide such proof of delivery.

Title and risk of loss shall pass to the member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and/or installation. The products furnished shall be delivered **F.O.B. Destination, Full Freight Allowed** (Supplier pays freight).

**C. Tracking Lost and Damaged Shipments**

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of Supplier or a subcontractor cause visible damage to the facilities during transport, Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

**D. Returns - Defective and Non-Conforming Products or Services**

For cloud based solutions, third party cloud provider's return policy shall apply. For hardware products, return requests shall be submitted to Supplier and are governed by Supplier's return policy available at [http://webobjects.cdw.com/webobjects/docs/PDFs/Return\\_Policy.pdf](http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf).

No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number. Member has five (5) days to return a product after the applicable RMA is issued. Supplier reserves the right to refuse any **UNAUTHORIZED** returns: those that occur after the five (5) day period or those involving products that are unaccompanied by valid RMA's.

**E. Warranty and Product Condition of Sale**

For third party cloud providers, the manufacturer's standard warranty shall apply. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

**F. Minimum Orders**

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

**G. New and Discontinued Products/Services**

The percentage discounts for new products/services shall be equal to the pricing structure herein.

**H. No Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member.

**I. Replacement Parts**

The percentage discounts for replacement parts shall be equal to the pricing structure herein.



Master Agreement Number CNR01402  
CDW Government LLC

Attachment A  
Updated May 1, 2019

**J. Supplemental Charges**

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member.

**K. Order Fulfillment, Distribution and Installation Agreements**

Members may have their own order fulfillment/distribution/installation agreements with a third party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

**L. Storage**

If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

**M. Samples**

If requested, Supplier shall provide samples of products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.





AMENDMENT NUMBER 6  
TO MASTER AGREEMENT CNR01402  
BETWEEN

EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CDW GOVERNMENT LLC

This AMENDMENT NUMBER SIX ("Amendment") is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW GOVERNMENT LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Cloud Storage and Productivity Services, dated July 1, 2016 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. The following language shall be added to the end of Section V, Member Rebate:

*Members unable to or electing not to participate in the Member Rebate program due to federal fund and/or grant regulations, or other applicable laws, shall provide written notification of this determination to Supplier, and in such event, Supplier shall work with Member to deliver a mutually agreeable program tailored to the Member's needs. Member shall be responsible for determining if it can participate in any rebate programs or other incentive programs.*

2. Section N, Supplier Diversity, shall be added to Attachment A under Relevant Terms:

***N. Supplier Diversity***

*Members may purchase from Supplier's prior approved, certified small business partners [Minority-Owned (MBE), Woman-Owned (WBE), Small, Small Disadvantaged, Disabled (DSBE), Veteran-Owned (VET), Service-Disabled Veteran-Owned and Historically Underutilized Business (HUB)], subject to the terms and conditions of the Agreement and such additional terms and conditions as mutually agreed upon between Member and partner(s). Each Member participating in such opportunity shall be identified by written notice from Supplier to E&I.*

*Supplier is not obligated by these terms to work with any small business entity, except upon the mutual agreement and understanding of all parties.*

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**SIGNATURE PAGE TO FOLLOW**



AMENDMENT NUMBER 6  
TO MASTER AGREEMENT CNR01402  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CDW GOVERNMENT LLC

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of last signature date below.

CDW GOVERNMENT LLC

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:  
*Dario Bertocchi*  
7E5503A3787848D...

DocuSigned by:  
*Gary D. Link*  
81C8F65B6DAC440...

Signature

Signature

Dario Bertocchi

Gary D. Link, C.P.M.

Printed Name

Printed Name

Director, Program Sales

Chief Solutions Officer

Title

Title

5/2/2022 | 1:47 PM PDT

5/2/2022 | 5:27 PM EDT

Date

Date

# Google TOS

## Google Workspace for Education Terms of Service

Last modified: July 12, 2023

New to Google Cloud? A quick overview of Google Cloud's online contracting can be found here.

For translations of this Agreement into other languages, please click here.

If you signed an offline variant of this Agreement for use of the Google Workspace for Education Services under the same Google Workspace for Education Account, the terms below do not apply to you and your offline terms govern your use of the Google Workspace for Education Services.

Se a sua conta para faturamento é no Brasil, por gentileza veja o Termos de Serviço (em português e em inglês), que serão os Termos aplicáveis à sua utilização da Google Workspace for Education.

お客様の請求先アカウントが日本の場合、お客様のGoogle Workspace for Educationのご利用に対してはこちらの利用規約が適用されます。

These Google Workspace for Education Terms of Service (together, the "Agreement") (formerly known as "G Suite for Education Terms of Service" or "G Suite for Education (Online) Agreement") are entered into by Google and the entity or person agreeing to them ("Customer") and govern Customer's access to and use of the Services. "Google" has the meaning given at <https://cloud.google.com/terms/google-entity>.

This Agreement is effective when Customer clicks to accept it (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

### 1. Provision of the Services.

**1.1 Services Use.** During the Term, Google will provide the Services in accordance with the Agreement, including the SLA. Customer may use the Services ordered in the applicable Order Form or Reseller Order in accordance with this Agreement.

**1.2 Admin Console.** Customer will have access to the Admin Console, through which Customer may manage its use of the Services.

#### **1.3 Accounts; Verification to Use Services.**

(a) **Accounts.** Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and any use of its Account. Google has no obligation to provide multiple accounts to Customer.

(b) **Verification to Use Services.** Customer must verify a Domain Email Address or a Domain Name to use the Services. If Customer does not have valid permission to use the Domain Email Address or does not own or control the Domain Name, then Google will have no obligation to provide Customer with the Services and may delete the Account without notice.

#### 1.4 Modifications.

(a) **To the Services.** Google may make commercially reasonable changes to the Services from time to time. Google will inform Customer if Google makes a material change to the Services that has a material impact on Customer's use of the Services and if Customer has subscribed with Google to be informed about such change.

(b) **To the Agreement.** Google may change the terms of this Agreement from time to time and will post any such changes at [https://workspace.google.com/terms/education\\_terms.html](https://workspace.google.com/terms/education_terms.html). These changes will only take effect at the beginning of Customer's next Order Term, at which time Customer's continued use of the Services will constitute its acceptance of the changes. This Section 1.4(b) (Modifications to the Agreement) does not apply to changes to URL Terms.

(c) **To the URL Terms.** Google may change the URL Terms from time to time and will notify Customer if any such change is material. Google may notify Customer of material SLA changes via the applicable SLA webpage. Material changes to the URL Terms will become effective 30 days after notice is given, except that (i) materially adverse SLA changes will become effective 90 days after notice is given and (ii) changes applicable to new Services or functionality or the Cloud Data Processing Addendum, or that are required by applicable law, will be effective immediately.

(d) **To the Cloud Data Processing Addendum.** Google may only change the Cloud Data Processing Addendum where such change is required to comply with applicable law, is expressly permitted by the Cloud Data Processing Addendum, or:

- (i) is commercially reasonable;
- (ii) does not result in a material reduction of the security of the Services;
- (iii) does not expand the scope of or remove any restrictions on Google's processing of "Customer Personal Data," as described in the "Scope of Processing" Section of the Cloud Data Processing Addendum; and
- (iv) does not otherwise have a material adverse impact on Customer's rights under the Cloud Data Processing Addendum.

If Google makes a material change to the Cloud Data Processing Addendum in accordance with this Section 1.4(d) (Modifications to the Cloud Data Processing Addendum), Google will post the change at the webpage containing the Cloud Data Processing Addendum.

(e) **Discontinuation of Core Services.** Google will notify Customer at least 12 months before discontinuing any Core Service (or associated material functionality) unless Google replaces such discontinued Core Service or functionality with a materially similar Core Service or functionality. Nothing in this Section 1.4(e) (Discontinuation of Core Services) limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.4(e) (Discontinuation of Core Services) does not apply to Other Services or to pre-general availability Services, offerings, or functionality.

2. **Payment Terms.** If Fees are applicable to Customer's use of any Services, the terms in this Section 2 (Payment Terms) apply to those Services.

**2.1 Usage Measurement and Billing Options.** On or after the Billing Start Date, Google will invoice Customer in advance for the Monthly Charge or Annual Charge, as applicable according to the Order Form. Google's measurement tools will be used to determine Customer's usage of the Services and any such determination by Google for the purpose of calculating Fees is final.

**2.2 Payment.** Customer will pay all Fees in the currency stated in the invoice. All Fees are due 30 days after the invoice date. Google has no obligation to provide multiple invoices. Payments made via wire transfer must include the bank information provided by Google.

**2.3 Taxes.**

(a) Customer is responsible for any Taxes, and will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Google, unless Customer provides Google with a timely and valid tax exemption certificate in respect of those Taxes.

(b) Customer will provide Google with any applicable tax identification information that Google may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Google for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

**2.4 Payment Disputes.** Any payment disputes must be submitted before the payment due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Nothing in this Agreement obligates Google to extend credit to any party.

**2.5 Delinquent Payments; Suspension.** Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, if Customer's payment for the Services is overdue, Google may Suspend the Services.

**2.6 No Purchase Order Number Required.** Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

**2.7 Price Revisions.** Google may change the Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Google will notify Customer at least 30 days in advance of any changes. Customer's pricing will change at the beginning of Customer's next Order Term after the 30-day period.

**3. Customer Obligations.**

**3.1 Permitted Uses.** Use of the Services under this Agreement is permitted only by (a) educational institutions that meet the criteria at <https://support.google.com/a/answer/134628> or a successor URL and (b) non-profit entities (as defined under applicable laws).

Over View

**3.2 Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Google if Customer becomes aware of any unauthorized use of, or access to, the Services, Account, or Customer's password. Google reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Data.

**3.3 Privacy.** Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services, and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data) under the Agreement.

**3.4 Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, or create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; or (d) access or use the Services (i) for High Risk Activities; (ii) in violation of the AUP; (iii) in a manner intended to avoid incurring any applicable Fees (including creating multiple Customer Accounts to simulate or act as a single Customer Account or to circumvent Service-specific usage limits or quotas); (iv) to engage in cryptocurrency mining without Google's prior written approval; (v) to place or receive emergency service calls, unless stated otherwise in the Service Specific Terms; (vi) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (vii) in a manner that breaches, or causes the breach of, Export Control Laws; or (viii) to transmit, store, or process health information subject to United States HIPAA regulations, except as permitted by an executed HIPAA BAA.

**3.5 Additional Products and Third-Party Offerings.** Optional Additional Products and Third-Party Offerings may be available for use in conjunction with the Services, and may be enabled or disabled through the Admin Console. Any use of Additional Products is subject to the Additional Product Terms, which are incorporated by reference into the Agreement and which may be updated by Google from time to time. Any use of Third-Party Offerings is subject to separate terms and policies with the relevant service provider. If Customer intends to enable End Users under the age of 18 to access or use any Additional Products or Third-Party Offerings, then Customer will, before allowing any such End User to access or use those products or offerings, obtain parental consent for the collection and use of personal information by (a) the Additional Products, and (b) to the extent required by applicable law, the Third-Party Offerings.

**3.6 Administration of Services.** Customer may specify through the Admin Console one or more Administrators who will have the right to access Admin Accounts. Customer is responsible for (a) maintaining the confidentiality and security of the End User Accounts and associated passwords and (b) any use of the End User Accounts. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer or any End Users.

**3.7 Abuse Monitoring.** Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer

Domain Names, but Google may monitor emails sent to these aliases to allow Google to identify Services abuse.

**3.8 Requesting Additional End User Accounts During Order Term.** Customer may request additional End User Accounts during an Order Term by means of an additional Order Form or Reseller Order or by ordering via the Admin Console. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

**3.9 Copyright.** Google responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act.

#### **4. Suspension.**

**4.1 AUP Violations.** If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Google's request, then Google may Suspend all or part of Customer's use of the Services until the violation is corrected. Suspension of the Services may include removal or unsharing of content that violates the AUP.

**4.2 Other Suspension.** Notwithstanding Section 4.1 (AUP Violations), Google may immediately Suspend all or part of Customer's use of the Services (including use of the underlying Account) if (a) Google reasonably believes Suspension is needed to protect the Services, Google's infrastructure supporting the Services, or any other customer of the Services (or their end users); (b) there is suspected unauthorized third-party access to the Services; (c) Google reasonably believes that immediate Suspension is required to comply with any applicable law; or (d) Customer is in breach of Section 3.4 (Restrictions) or the Service Specific Terms. Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspension of End User Accounts, Google will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

#### **5. Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features Within the Services.**

**5.1 Intellectual Property Rights.** Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data, and Google retains all Intellectual Property Rights in the Services.

**5.2 Protection of Customer Data.** Google will only access, use, and otherwise process Customer Data in accordance with the Cloud Data Processing Addendum and will not access, use, or process Customer Data for any other purpose. Without limiting the generality of the preceding sentence, Google will not process Customer Data for Advertising purposes or serve Advertising in the Services. Google has implemented and will maintain technical, organizational, and physical safeguards to protect Customer Data, as further described in the Cloud Data Processing Addendum.

**5.3 Customer Feedback.** At its option, Customer may provide feedback or suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

**5.4 Using Brand Features Within the Services.** Google will display within the Services only those Customer Brand Features that Customer authorizes by uploading them into the Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to Customer or its End Users. Customer may specify details of this use in the Admin Console. Google may also display Google Brand Features on such web pages to indicate that the Services are provided by Google.

**6. Technical Support Services.** Subject to payment of applicable Fees, Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines. Certain TSS levels include a minimum recurring Fee as described at <https://workspace.google.com/terms/tssg.html>. If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and for the same TSS Fees as applied before the downgrade for the remainder of that month.

## **7. Confidential Information.**

**7.1 Obligations.** The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

**7.2 Required Disclosure.** Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

## **8. Term and Termination.**

**8.1 Agreement Term.** The term of this Agreement (the "Term") will begin on the Effective Date and continue until the Agreement is terminated or not renewed as stated in this Section 8 (Term and Termination).

**8.2 Renewal.** At the end of each Order Term, the Services (and any End User Accounts previously subject to Fees) will automatically renew for an additional Order Term of 12 months. If either party does not want the Services to renew, then it must notify the other party to this effect at least 15 days before the end of the then-current Order Term, and this notice of non-renewal will take effect at the end of the then-current Order Term.



**8.3 Termination for Breach.** To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach, or (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

**8.4 Termination for Convenience.** Customer may stop using the Services at any time. Subject to Customer fulfilling all its financial commitments (if applicable) under an Order Form or otherwise under this Agreement (including payment of any and all Fees for the Order Term), Customer may also terminate this Agreement for its convenience at any time on prior written notice.

**8.5 Termination Due to Applicable Law; Violation of Laws.** Google may terminate this Agreement and/or any applicable Order Form immediately on written notice if Google reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Google to violate any Anti-Bribery Laws or Export Control Laws.

**8.6 Effect of Termination or Non-Renewal.** If the Agreement is terminated or not renewed, then (a) all rights and access to the Services will cease (including access to Customer Data), unless otherwise described in this Agreement, and (b) any and all Fees owed by Customer to Google are immediately due upon Customer's receipt of the final invoice.

**8.7 No Refunds.** Unless expressly stated otherwise in this Agreement, termination or non renewal under any section of this Agreement (including the Cloud Data Processing Addendum) will not oblige Google to refund any Fees.

**9. Publicity.** Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

**10. Representations and Warranties.** Each party represents and warrants that (a) it has full power and authority to enter into the Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

**11. Disclaimer.** Except as expressly provided for in the Agreement, Google does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, non-infringement, or error-free or uninterrupted use of the Services and (b) any representations about content or information accessible through the Services.

**12. Limitation of Liability.**

**12.1 Limitation on Indirect Liability.** To the extent permitted by applicable law and subject to Section 12.3 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill.

**12.2 Limitation on Amount of Liability.** Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the greater of (a) \$1,000 USD or

**(b) the Fees Customer paid during the 12 month period before the event giving rise to Liability.**

**12.3 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:**

- (a) its fraud or fraudulent misrepresentation;**
- (b) its obligations under Section 13 (Indemnification);**
- (c) its infringement of the other party's Intellectual Property Rights;**
- (d) its payment obligations (if any) under the Agreement; or**
- (e) matters for which liability cannot be excluded or limited under applicable law.**

### **13. Indemnification.**

**13.1 Google Indemnification Obligations.** Google will defend Customer and its Affiliates using the Services under Customer's Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Google Brand Feature, in each case used in accordance with the Agreement, infringes the third party's Intellectual Property Rights.

**13.2 Customer Indemnification Obligations.** Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Data or Customer Brand Features or (b) Customer's or an End User's use of the Services in breach of the AUP or Section 3.3 (Restrictions).

**13.3 Exclusions.** Sections 13.1 (Google Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

**13.4 Conditions.** Sections 13.1 (Google Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) are conditioned on the following:

- (a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 13.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 13.1 (Google Indemnification Obligations) or 13.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
- (b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

### **13.5 Remedies.**

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 13.5(a) are commercially reasonable, then Google may Suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of any unearned Fees actually paid by Customer applicable to the period following termination of such Services.

**13.6 Sole Rights and Obligations.** Without affecting any other termination rights of either party, this Section 13 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 13 (Indemnification).

**14. Resold Customers.** This Section 14 (Resold Customers) applies only if Customer orders the Services from a Reseller under a Reseller Agreement (such Services, "Resold Services").

**14.1 Applicable Terms.** For the purposes of Resold Services:

- (a) Section 2 (Payment Terms) of this Agreement will not apply;
- (b) Reseller Fees, if applicable, will be payable directly to the Reseller, and any prices for Resold Services will be solely determined between Reseller and Customer;
- (c) Customer will receive any applicable SLA credits from Reseller;
- (d) Section 12.2 (Limitation on Amount of Liability) is replaced with "Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the greater of (a) \$1,000 USD or (b) the Reseller Fees Customer paid for the Resold Services during the 12 month period before the event giving rise to Liability."
- (e) Any renewal(s) of the Services and/or any Reseller Order will be as agreed between Customer and Reseller.
- (f) "Order Term," as it is used in the Agreement, means the period of time starting on the Services Start Date or the renewal date (as applicable) for the Resold Services and continuing for the period indicated on the then-current Reseller Order unless terminated in accordance with the Agreement; and
- (g) "Services Start Date," as it is used in the Agreement, means either the start date described in the Reseller Order or, if none is specified in the Reseller Order, the date Google makes the Resold Services available to Customer.

**14.2 Sharing Confidential Information.** Google may share Customer Confidential Information with Reseller as a Delegate subject to Section 7.1 (Obligations).

**14.3 Reseller as Administrator.** At Customer's discretion, Reseller may access Customer's Account or End User Accounts. As between Google and Customer, Customer is solely responsible for (a) any access by Reseller to Customer's Account or End User Accounts and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Resold Services.

**14.4 Reseller Technical Support.** Customer acknowledges and agrees that Reseller may disclose End User personal data to Google as reasonably required in order for Reseller to handle any support issues that Customer escalates to or via Reseller.

**15. Miscellaneous.**

**15.1 Notices.** Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to [legal-notices@google.com](mailto:legal-notices@google.com). Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

**15.2 Emails.** The parties may use emails to satisfy written approval and consent requirements under the Agreement.

**15.3 Assignment.** Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. If Customer assigns this Agreement to an Affiliate in another jurisdiction such that there is a change in the Google contracting entity as defined at <https://cloud.google.com/terms/google-entity>: (i) this Agreement is automatically assigned to the new Google contracting entity; and (ii) if the Affiliate's billing account is in Brazil or Japan, the applicable terms of service linked above, and not this Agreement, will apply from the moment of the assignment.

**15.4 Change of Control.** If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control. If Customer ceases to be a non-profit educational institution or other non-profit entity as described in Section 3.1 (Permitted Uses), Customer will notify Google immediately.

**15.5 Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

**15.6 Subcontracting.** Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

**15.7 No Agency.** This Agreement does not create any agency, partnership, or joint venture between the parties.

**15.8 No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

**15.9 Severability.** If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

**15.10 No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.

**15.11 Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

**15.12 Governing Law.** ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW,

EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

**15.13 Amendments.** Except as stated in Section 1.4(b) (Modifications: To the Agreement), (c) (Modifications: To the URL Terms), or (d) (Modifications: To the Cloud Data Processing Addendum), any amendment to this Agreement after the Effective Date must be in writing, signed by both parties, and expressly state that it is amending this Agreement. For clarity, Google's provision of an updated URL in place of any URL stated in this Agreement will not constitute an amendment to or modification of the terms of the Agreement.

**15.14 Survival.** The following Sections will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 5 (Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features within the Services), Section 7 (Confidential Information), Section 8.6 (Effect of Termination or Non-Renewal), Section 11 (Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnification), Section 14.1 (Applicable Terms), Section 14.2 (Sharing Confidential Information) and Section 15 (Miscellaneous).

**15.15 Entire Agreement.** This Agreement sets out all terms agreed between the parties and terminates and supersedes any and all other agreements between the parties relating to its subject matter, including any prior versions of this Agreement. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. The URL Terms are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.

**15.16 Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the Order Form, the Cloud Data Processing Addendum, the remainder of the Agreement (excluding the URL Terms), and the URL Terms (other than the Cloud Data Processing Addendum).

**15.17 Headers.** Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

**15.18 Conflicting Languages.** If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation.

**15.19 Definitions.**

- "Account" means Customer's Google account credentials and correlating access to the Services under this Agreement.
- "Additional Products" means products, services, or applications offered by Google or its affiliates that are not incorporated into the Services but that may be accessible for use in conjunction with the Services.
- "Additional Product Terms" means the then-current terms stated at [https://workspace.google.com/terms/additional\\_services.html](https://workspace.google.com/terms/additional_services.html).

- "Admin Account" means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Services.
- "Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the Services.
- "Administrators" mean the Customer-designated personnel who administer the Services to End Users on Customer's behalf, and have the ability to access Customer Data and End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.
- "Advertising" means online advertisements displayed by Google to End Users, excluding any advertisements Customer expressly chooses to have Google or any of its Affiliates display in connection with the Services under a separate agreement (for example, Google AdSense advertisements implemented by Customer on a website created by Customer using the "Google Sites" functionality within the Services).
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- "Annual Charge" means the annual charge for the Services as stated in the Order Form.
- "Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, that prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include: any government employees, candidates for public office, members of royal families, and employees of government-owned or government-controlled companies, public international organizations, and political parties.
- "AUP" means the then-current acceptable use policy for the Services stated at [https://workspace.google.com/terms/use\\_policy.html](https://workspace.google.com/terms/use_policy.html).
- "BAA" or "Business Associate Agreement" is an amendment to the Agreement covering the handling of Protected Health Information (as defined in HIPAA).
- "Billing Start Date" means the date from which Google will charge Fees for the Services (if applicable).
- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- "Cloud Data Processing Addendum" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at <https://cloud.google.com/terms/data-processing-addendum>.
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally under the circumstances be considered confidential information. It 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.

- "Control" means control of greater than 50 percent of the voting rights or equity interests of a party.
- "Core Services" means the then-current "Core Services" as described in the Services Summary, excluding any Third-Party Offerings.
- "Customer Data" means data submitted, stored, sent or received via the Services by Customer or its End Users.
- "Domain Email Address" means the email address on the Domain Name for use in connection with the Services.
- "Domain Name" means the domain name specified in the Order Form or Reseller Order to be used in connection with the Services.
- "End Users" means the individuals who are permitted by Customer to use the Services and managed by an Administrator. For clarity, End Users may include employees of Customer Affiliates and other third parties.
- "End User Account" means a Google-hosted account established by Customer through the Services in order for an End User to use the Services.
- "Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.
- "Fees" means (a) the product of the amount of the Services used or ordered by Customer multiplied by the Prices (if applicable) or (b) the applicable fees for TSS, plus any applicable Taxes.
- "Help Center" means the Google help center accessible at <https://www.google.com/support/>.
- "High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.
- "including" means including but not limited to.
- "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.
- "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

- "Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.
- "Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.
- "Monthly Charge" means the monthly charge for the Services as stated in the Order Form.
- "Notification Email Address" means the email address(es) designated by Customer in the Admin Console.
- "Order Form" means an order form executed by Customer, or an order placed by Customer via a Google website, in either case specifying the Services Google will provide to Customer under the Agreement.
- "Order Term" means the period of time starting on the Services Start Date or the renewal date (as applicable) and continuing for the period indicated on the Order Form unless terminated in accordance with this Agreement. If no Order Form applies to the Services, the initial Order Term is the term that begins on the Effective Date and continues for 12 months.
- "Other Services" means the then-current "Other Services" as described in the Services Summary, excluding any Third-Party Offerings.
- "Prices" means the then-current applicable prices for the Services described at <https://workspace.google.com/pricing.html> (incorporated into the Agreement by this reference), unless otherwise agreed in an addendum or Order Form. Prices do not include Taxes.
- "Reseller" means, if applicable, the authorized unaffiliated third party reseller that sells or supplies the Services to Customer.
- "Reseller Agreement" means, if applicable, the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.
- "Reseller Fees" means the fees (if any) for Services used or ordered by Customer as agreed in a Reseller Agreement, plus any applicable Taxes.
- "Reseller Order" means, if applicable, an order form (including a renewal order form) issued by a Reseller and executed by Customer and the Reseller specifying the Services Customer is ordering from the Reseller.
- "Service Specific Terms" means the then-current terms specific to one or more Services stated at <https://workspace.google.com/terms/service-terms/>.
- "Services" means those Core Services and Other Services included in the then-current applicable Google Workspace for Education edition of the Services.
- "Services Start Date" means either the start date stated in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.
- "Services Summary" means the then-current description set out at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html).



- "SLA" means the then-current service level agreement(s) at <https://workspace.google.com/terms/sla.html>.
- "Suspend" or "Suspension" means disabling access to or use of the Services or components of the Services.
- "Taxes" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.
- "Term" has the meaning stated in Section 8.1 (Agreement Term) of this Agreement.
- "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- "Third-Party Offerings" means third-party services, software, products, and other offerings that are not incorporated into the Services.
- "Trademark Guidelines" means Google's then-current Guidelines for Third Party Use of Google Brand Features at <https://www.google.com/permissions/guidelines.html>.
- "TSS" means the then-current Google technical support service.
- "TSS Guidelines" means Google's then-current guidelines for technical support services, as stated at <https://workspace.google.com/terms/tssg.html>.
- "URL Terms" means, collectively, the AUP, Cloud Data Processing Addendum, Service Specific Terms, SLA, and TSS Guidelines.

16. **Region-Specific Terms.** Customer agrees to the following modifications to the Agreement if Customer's billing address is in the applicable region as described below:

**Asia Pacific - All regions**

Section 2.3 (Taxes) is replaced as follows:

2.3 Taxes. Google will itemize any invoiced Taxes. If Taxes must be withheld from any payment to Google, then Customer will increase the payment to Google so that the net amount received by Google is equal to the amount invoiced, without reduction for Taxes.

The definition of "Taxes" under Section 15.19 (Definitions) is replaced as follows:

15.19 Definitions.

"Taxes" means all government-imposed taxes, as per the applicable law associated with the rendering and performance of the Services, including but not limited to any duties, customs duties, and any direct or indirect taxes, including any related penalties or interest, except for taxes based on Google's profit.

**Asia Pacific (all regions excluding Australia, Japan, India, New Zealand, Singapore) and Latin America (all regions excluding Brazil)**

Section 15.12 (Governing Law) is replaced as follows:

15.12 Governing Law; Arbitration.

(a) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE

*Page 16-20  
Not Included*

(d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

(e) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(f) Any arbitration proceeding conducted in accordance with this Section 15.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 7 (Confidential Information), including: (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to, the arbitration proceedings. In addition to the disclosure rights under Section 7 (Confidential Information), the parties may disclose the information described in this Subsection 15.12 (f) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

(g) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(h) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

### **North America - United States and Latin America (all regions excluding Brazil)**

A new Section 3.10 is added:

3.10 COPPA and Parental Consent. If Customer allows End Users under the age of 13 to use the Services, Customer consents as required under the Children's Online Privacy Protection Act ("COPPA") to the collection and use of personal information in the Services, described in the Google Workspace for Education Privacy Notice, from such End Users (to the extent COPPA is applicable in Customer's jurisdiction).

A new Section 7.3 is added:

7.3 FERPA. The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records") and (b) to the extent that Customer Data includes FERPA Records, Google will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. "FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.

Section 15.19 (Definitions) is changed to Section 15.20 (Definitions).

A new Section 15.19 is added:

15.19 Services Development. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

**Applicable to Public Educational Institutions only: North America - United States and Latin America (all regions excluding Brazil)**

Section 2.5 (Delinquent Payments; Suspension) is replaced as follows:

2.5 Delinquent Payments; Suspension. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) starting 30 days from the payment due date until paid in full. Further, if the Customer is late on payment for the Services is overdue, Google may Suspend the Services or terminate the Agreement for breach under Section 8.3 (Termination for Breach).

Section 13.2 (Customer Indemnification Obligations) is replaced as follows:

13.2 Customer Indemnification Obligations. If Google is damaged or becomes subject to a Third-Party Legal Proceeding as a result of Customer's infringement of any third-party intellectual property, Google will pursue available remedies under applicable federal, state, local, or other law.

Section 15.12 (Governing Law) is replaced as follows:

15.12 Governing Law. If Customer is a U.S. city, county, or state government entity, then the Agreement will be silent regarding governing law and venue.

**Previous Versions**

April 19, 2023

March 14, 2023

February 6, 2023

November 7, 2022

September 20, 2022

September 20, 2021

April 1, 2021

February 17, 2021

India (February 17, 2021)

Americas (October 6, 2020)

APAC (October 6, 2020)

EMEA (October 6, 2020)

[Back to Google Cloud Terms Directory \(https://cloud.google.com/product-terms\)](https://cloud.google.com/product-terms) > Current

## Google Contracting Entity

Capitalized terms used but not defined on this page have the meanings given to them in the agreement that refers to this URL (the "Agreement").

### 1. Google Contracting Entity.

For purposes of the Agreement, "Google" means the entity identified below based on Customer's billing address and the services or program (as applicable) covered by the Agreement.

**For Agreements covering Google Cloud Platform, Google Cloud Marketplace, Looker, SecOps Services, Google for Startups Cloud Program, Domain Service, Implementation/Professional Services, Firebase Paid Services or Custom Search JSON API:**

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Customer's billing address    Google contracting entity\*\*

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APAC except Australia, India, Indonesia, Japan, New Zealand, and South Korea    Google Asia Pacific Pte. Ltd.

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Australia    Google Australia Pty Ltd.\*

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India    For Agreements covering Google Cloud Platform, Google Cloud Marketplace, Looker, SecOps Services, Google for Startups Cloud Program, and Implementation/Professional Services: Google Cloud India Private Limited\*  
  
For all other above Agreements: Google Asia Pacific Pte. Ltd.

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Indonesia    PT Google Cloud Indonesia\*

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Japan    Google Cloud Japan G.K.\*

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|  |  |
|--|--|
| New Zealand  | Google New Zealand Limited*  |
| South Korea  | Google Cloud Korea LLC*  |
| Brazil   | For Agreements covering Implementation/Professional Services: Google LLC<br>For all other above Agreements: Google Cloud Brasil Computação e Serviços de Dados Ltda. |
| Canada   | Google Cloud Canada Corporation  |
| EMEA except France, Italy and Poland                   | Google Cloud EMEA Limited  |
| France   | Google Cloud France SARL   |
| Italy  | Google Cloud Italy S.r.l.  |
| Poland   | Google Cloud Poland Sp. z o.o  |
| United States and any other location not covered above | Google LLC   |

**For Agreements covering Google Workspace (formerly known as G Suite), Google Workspace for Education, Cloud Identity (where provided independently from Google Cloud Platform and Google Workspace (formerly known as G Suite)), Chrome Enterprise, Meeting Room Hardware Services, Google Domains, AppSheet or Domain Service:**

| Customer's billing address                   | Google contracting entity**  |
|--|--|
| APAC except Australia, India and New Zealand | Google Asia Pacific Pte. Ltd.  |
| Australia                                    | Google Australia Pty Ltd.*   |
| India  | For Agreements covering Google Workspace (formerly known as G Suite): Google India Private Limited*<br>For all other above Agreements: Google Asia Pacific Pte. Ltd. |
| New Zealand                                  | Google New Zealand Limited*  |
| Brazil                                       | For Agreements covering Chrome Enterprise or Meeting Room Hardware Services: Google LLC  |

For all other above Agreements: Google Cloud Brasil Computação e Serviços de Dados Ltda.

Canada

For Agreements covering Google Voice: Google Voice Canada Corporation

For all other above Agreements: Google LLC

EMEA *except* France, Italy and Poland Google Cloud EMEA Limited

France

Google Cloud France SARL

Italy

Google Cloud Italy S.r.l.

Poland

Google Cloud Poland Sp. z o.o

United States and any other location not covered above Google LLC

### For Agreements covering Google Maps Core Services:

Customer's billing address

Google contracting entity\*\*

APAC *except* Australia, Indonesia, Japan, New Zealand, and South Korea Google Asia Pacific Pte. Ltd.

Australia

Google Australia Pty Ltd.\*

Indonesia

PT Google Cloud Indonesia\*

Japan

Google Cloud Japan G.K.\*

New Zealand

Google New Zealand Limited\*

South Korea

Google Cloud Korea LLC\*

Canada

Google Cloud Canada Corporation

EMEA *except* France, Italy and Poland

Google Cloud EMEA Limited

France

Google Cloud France SARL

Italy

Google Cloud Italy S.r.l.

Poland

Google Cloud Poland Sp. z o.o

United States and any other location not covered above

Google LLC

### For Agreements covering Jamboard Hardware:

| <b>Customer's billing address</b>                      | <b>Google contracting entity**</b> |
|--|------------------------------------|
| APAC except Australia                                  | Google Asia Pacific Pte. Ltd.      |
| Australia  | Google Australia Pty Ltd.*         |
| EMEA   | Google Cloud EMEA Limited          |
| United States and any other location not covered above | Google LLC                         |

\*Entity is an authorized reseller of the relevant service in the country or countries specified. For the purposes of any Agreement entered into with this authorized reseller, "Google" means Google Asia Pacific Pte. Ltd. with offices at 70 Pasir Panjang Road, #03-71, Mapletree Business City II Singapore 117371, and/or its affiliates (including the authorized reseller), as the context requires.

\*\*The registered address of each Google contracting entity is shown below:

| <b>Entity</b>  | <b>Registered Address</b>  |
|--|--|
| Google Asia Pacific Pte. Ltd.                            | 70 Pasir Panjang Road, #03-71, Mapletree Business City II Singapore 117371             |
| Google Australia Pty Ltd.                                | Level 5, 48 Pirrama Road, Pyrmont, NSW 2009, Australia                                 |
| Google Cloud Brasil Computação e Serviços de Dados Ltda. | Av. Brigadeiro Faria Lima, 3729, 4º e 5º andares, Itaim Bibi, São Paulo, Brasil        |
| Google Cloud Canada Corporation                          | 111 Richmond Street West, Toronto, ON M5H 2G4, Canada                                  |
| Google Cloud EMEA Limited                                | 70 Sir John Rogerson's Quay, Dublin 2, Ireland   |
| Google Cloud France SARL                                 | 8 Rue de Londres, Paris 75009, France  |
| Google Cloud India Private Limited                       | 5th Floor, DLF Centre, Block-124, Narindra Place, Sansad Marg, New Delhi 110001, India |
| Google Cloud Italy S.r.l.                                | Via Federico Confalonieri 4 Milan, 20124, Italy  |
| Google Cloud Japan G.K.                                  | Roppongi Hills Mori Tower, 10-1, Roppongi 6-chome, Minato-ku, Tokyo, Japan             |
| Google Cloud Korea LLC                                   | Gangnam Finance Center 20fl., 152 Teheran-ro, Gangnam-gu, Seoul,                       |

## South Korea

|                                 |   |
|---------------------------------|---|
| Google Cloud Poland Sp. z o.o   | Emilii Plater 53, 00-113 Warsaw, Poland   |
| Google India Private Limited    | No.3, RMZ Infinity, Tower E, Old Madras Road, 4th and 5th Floors, Bangalore, 560016 India   |
| Google LLC                      | 1600 Amphitheatre Parkway, Mountain View, California 94043, United States   |
| Google New Zealand Limited      | PWC Tower, Level 27, 188 Quay Street, Auckland, New Zealand 1010  |
| Google Voice Canada Corporation | 44 Chipman Hill, Suite 1000, Saint John, New Brunswick E2L 2A9, Canada  |
| PT Google Cloud Indonesia       | Pacific Century Place Tower, Level 45, Sudirman Central Business District, Lot 10, Jalan Jenderal Sudirman, Kav. 52-53, Jakarta, Indonesia, 12190 |

## 2. Additional Definitions.

- "APAC" means the Asia Pacific region.
- "AppSheet" means the services described at <https://www.appsheet.com/Home/ServicesSummary>.  
(<https://www.appsheet.com/Home/ServicesSummary>).
- "EMEA" means Europe, the Middle East, and Africa.
- "Chrome Enterprise" means the services described at <https://support.google.com/chrome/a/answer/2717664>.  
(<https://support.google.com/chrome/a/answer/2717664/>).
- "Cloud Identity" means the services described at <https://cloud.google.com/terms/identity/user-features.html>.  
(<https://cloud.google.com/terms/identity/user-features>).
- "Custom Search JSON API" means the API described at <https://developers.google.com/custom-search/v1/overview.html>.  
(<https://developers.google.com/custom-search/v1/overview.html>).
- "Domain Service" means the domain registration service provided in connection with Google Workspace (formerly known as G Suite) or Google Cloud Platform, as

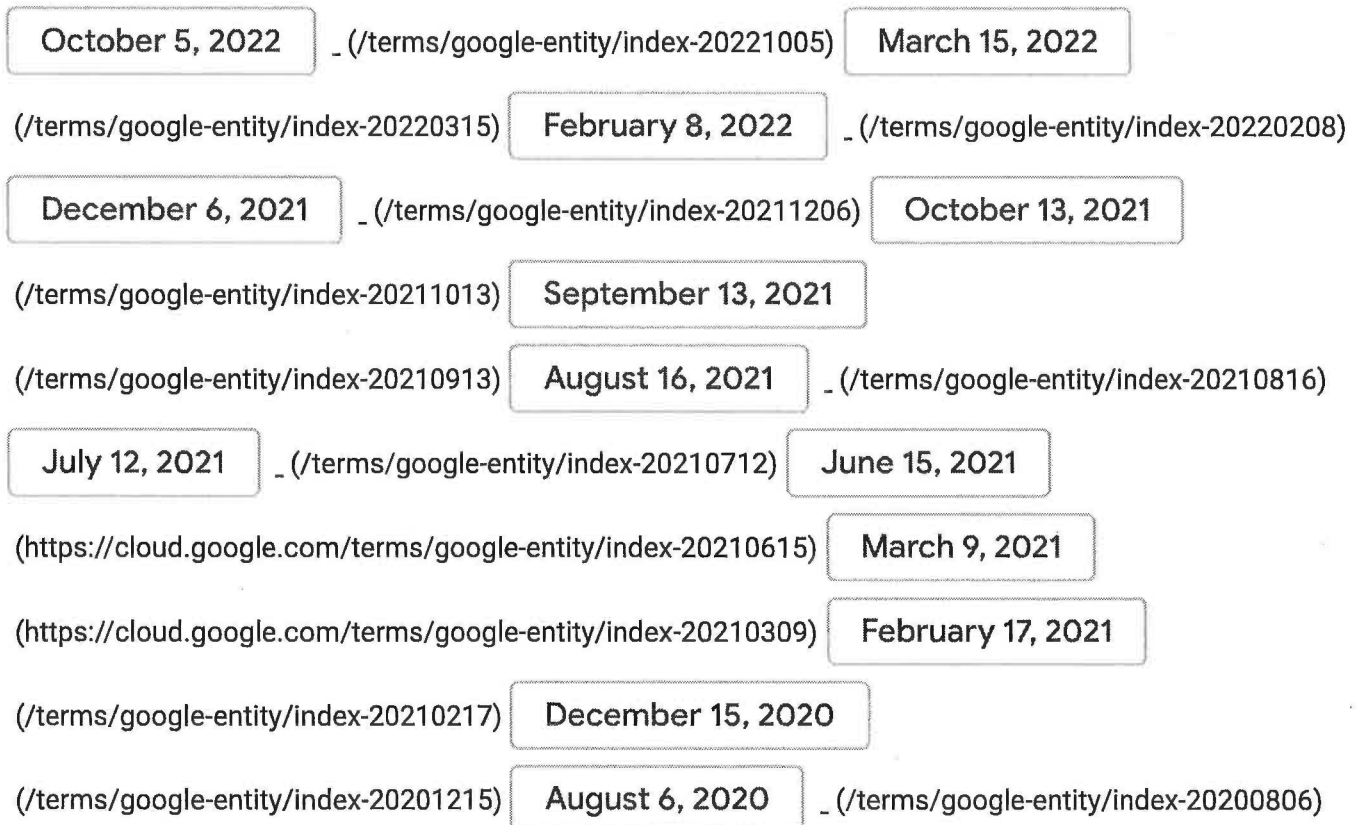


applicable.

- "Firebase Paid Services" means the paid services identified at <https://firebase.google.com/terms/> (<https://firebase.google.com/terms/>).
- "Google Cloud Marketplace" means the online marketplace accessible at <https://console.cloud.google.com/marketplace/> (<https://console.cloud.google.com/marketplace/>) where certain services and software are made available to Customer.
- "Google Cloud Platform" means the services described at <https://cloud.google.com/terms/services> (<https://cloud.google.com/terms/services>).
- "Google Domains" means the domain name registration services available through the Google Domains website at <https://domains.google.com> (<https://domains.google.com/>).
- "Google for Startups Cloud Program" means the program described at <https://cloud.google.com/startups> (<https://cloud.google.com/startups>).
- "Google Maps Core Services" means the services described at <https://cloud.google.com/maps-platform/terms/maps-services/> ([https://cloud.google.com/maps-platform/terms/maps-services](https://cloud.google.com/maps-platform/terms/maps-services/)).
- "Google Voice" means the Google Voice services described at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html) ([https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html)).
- "Google Workspace" means the Core Services and Other Services described at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html) ([https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html)).
- "Google Workspace for Education" means the Google Workspace for Education services described at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html) ([https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html)).
- "Implementation/Professional Services" means the advisory and implementation services described at <https://g.co/cloudpsoterms> (<https://g.co/cloudpsoterms/>) and similar advisory or implementation services designed to help Customer use Google products and services.

- "Jamboard Hardware" means the Jamboard interactive business whiteboard products described at <https://workspace.google.com/products/jamboard/> (<https://workspace.google.com/products/jamboard/>).
- "Looker" means the integrated business intelligence and embedded analytics platform (including software components that connect to APIs) described in the applicable Looker Terms of Service that refer to this URL, and excluding "Looker Studio".
- "Meeting Room Hardware Services" means the video conferencing room services described at <https://workspace.google.com/products/meet-hardware/> (<https://workspace.google.com/products/meet-hardware/>).
- "SecOps Services" means the services described at <https://cloud.google.com/terms/secops/services> ([/terms/secops/services](https://cloud.google.com/terms/secops/services)).

PREVIOUS VERSIONS (Last modified November 22, 2022)



# Overview

- [Google Workspace for Education overview](#)
- [Qualifications for Google Workspace for Education](#)
- [Google Workspace for Education Core and Additional services](#)
- [Google Workspace for Education FAQ](#)

## Google Workspace for Education overview

Google Workspace for Education is a set of Google tools and services that are tailored for schools and homeschools to collaborate, streamline instruction, and keep learning safe. Google Workspace for Education offers multiple options to meet your organization's needs:

- **Google Workspace for Education Fundamentals**—Gives you tools to aid teaching and learning, such as Classroom, Google Meet, Google Docs, Google Forms, and Google Chat.
- **Google Workspace for Education Standard**—Same tools as Education Fundamentals but with advanced security features and enhanced administration controls.
- **Teaching and Learning Upgrade**—Adds enhanced video-communication capabilities, Classroom add-ons, and other features and tools to your Education Fundamentals or Education Standard edition.
- **Google Workspace for Education Plus**—Includes all the features in Education Standard and Teaching and Learning Upgrade with additional features for certain services, such as attendance tracking in Google Meet.

Education Fundamentals is free to all qualifying institutions. Education Standard, Teaching and Learning Upgrade, and Education Plus are all paid subscriptions.

## Qualifications for Google Workspace for Education

Google Workspace for Education is a suite of Google tools and services that are tailored for schools. It is available globally for educational institutions that qualify. Google reserves the right to determine an organization's eligibility for Google Workspace for Education. When you complete and submit your application, it will be processed in 10 business days or less. Prospective customers are automatically enrolled in a 30-day Google Workspace for Education Fundamentals trial upon sign up. For more information on Education editions, go to [Compare editions](#).

## To qualify for Google Workspace for Education

K–12 schools, higher-education institutions globally, and homeschool co-ops in the U.S. are eligible for Google Workspace for Education if they meet certain criteria.

K–12 and higher institutions must be a government-recognized, formally-accredited educational institution delivering nationally or internationally-approved certifications or

diplomas at primary, secondary, or third levels. The education institution applying for Google Workspace for Education must submit the application.

Institutions not eligible for Google Workspace for Education

Organizations such as military academies and public libraries do not qualify for Google Workspace for Education. A Google Workspace Business edition might be a good option instead. For more information, visit [Choose your Google Workspace edition](#).

How the qualifications work for K–12 or higher

Here are some examples of fictional schools and organizations to explain how the qualifications work.

**Qualifies:**

- Park Elementary School
- Park Middle School
- Park High School
- Park School District
- Park Technical College
- Park Community College
- Park University

**Doesn't qualify:**

- Park University fraternities, sororities, and student organizations
- Park sports teams, clubs, or instructional classes
- Third-party IT provider for Park Schools
- Park City Doctors Association
- Park teacher or student website or blog
- Park Driving School
- Park Church

Ready to sign up?

K–12 or higher organizations—If you meet the above requirements, go to [the sign-up process](#).

Are you a homeschool co-op in the US? Visit [Get started with Google Workspace for Education for homeschools](#)

# Additional Product Terms

From time to time, Google may make available one or more Google product(s) and/or service(s) referred to as 'Additional Products' or 'Additional Services' in Customer's Google Workspace Agreement, Cloud Identity Agreement or Hire Agreement (as applicable, the "**Agreement**"). For the purposes of these Additional Product Terms, such product(s) and/or service(s) will be collectively referred to as "**Additional Products**".

If Customer or any End User uses any Additional Products, Customer agrees to these Additional Product Terms, which will be incorporated into the applicable Agreement. If Customer or any End User uses any such Additional Products, Customer also agrees that the separate terms of service applicable to such products will apply as described below. For clarity, such terms of service will each form a separate agreement and are not governed by, or incorporated into, the applicable Agreement.

If Customer does not wish to enable any Additional Products, or if you are acting on behalf of Customer but do not have the requisite authority to bind Customer to these Additional Product Terms, please disable such Additional Products via the functionality of the Services.

1. **Definitions.** All capitalized terms used in these Additional Product Terms have the meanings given to them in the applicable Agreement, unless otherwise defined or stated herein.
2. **Applicable Terms of Service.** The Additional Products will be governed by (a) these Additional Product Terms, and (b) the Google Terms of Service located at <https://policies.google.com/terms> or any other terms of service Google may make available (as applicable, the "**Terms of Service**"). Customer will be responsible under these Additional Product Terms for any failure by its End Users to comply with such Terms of Service. Further details of the Additional Products and Terms of Service are provided at <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865> and/or will be otherwise made available by Google. The Additional Products and Terms of Service may be updated or modified by Google from time to time.
3. **Availability.** Additional Products may not be available in all countries.
4. **Technical Support.** Customer is responsible for responding to questions from End Users relating to Customer's or End Users' use of the Additional Products. Google only provides technical support services for the Additional Products to the extent described in the applicable Terms of Service, and will not provide other technical support for the Additional Products unless Google agrees otherwise in writing.
5. **Compliance with Laws.** Customer agrees that it will provide Additional Products to its End Users in compliance with all applicable laws and regulations, including privacy and data protection laws, the US Family Educational Rights and Privacy Act (FERPA) of 1974, the US Children's Internet Protection Act (CIPA), and the US Children's Online Privacy Protection Act (COPPA) of 1998.
6. **Customer Access to End User Data.** Customer may be able to access, monitor, delete, rectify, export, use or disclose data provided by and related to End Users in the context of Additional Products or to disable End User Accounts for Additional Products. To the extent Customer has any such abilities, Customer will provide End Users with relevant information and facilitate the exercise of any related rights of End Users under privacy or data protection laws. If Google receives any request from an End User pertaining to Customer's processing of his/her personal data in relation to any Additional Products, Google will advise the End User to submit his/her request to Customer, and Customer will be responsible for responding to the request.
7. **End User Consent.** Except in relation to End Users described in Section 8 (Parental Consent), Customer will, before it allows any End Users to access or use any

Additional Products, obtain and maintain consents from those End Users to the collection and use of their personal information in connection with those Additional Products.

8. **Parental Consent.** Before Customer allows any End Users who are under the age of 16 (or such other minimum age as is specified in the relevant European Economic Area member state, the UK or Switzerland) and resident in the European Economic Area, the UK or Switzerland, or any other End Users under the age of 18, to access or use any Additional Products, Customer will obtain parental consent for the collection and use of personal data in connection with those Additional Products.
9. **Google Pay.** A Google Pay account opened by an End User is the End User's personal account and is subject to extensive regulatory requirements and prohibitions. While Customer may suspend an End User's access to his/her Google Pay account, Customer may not use an End User's Google Pay account or make any changes to the information in such Google Pay account. Customer may access information in an End User's Google Pay account only in accordance with Google Pay privacy policies and Customer's privacy policy.
10. **Refund for Paid Services.** If Customer disables an Additional Product for which Customer or an End User has provided payment, Google will not be obliged to refund any fees paid by Customer and/or the End User for unused paid services. Customer will indemnify Google from and against all liabilities, damages, losses, expenses and costs (including settlement costs and reasonable legal fees) arising out of End User claims concerning refunds for such paid services.
11. **Severability.** If any part of these Additional Product Terms is found to be unenforceable, the remainder of the Additional Product Terms will remain in full force and effect.
12. **Modifications.** Google may modify these Additional Product Terms from time to time.
13. **Interpretation of Conflicting Terms.** To the extent of any conflict or inconsistency between these Additional Product Terms and the remainder of the applicable Agreement, the remainder of the Agreement will prevail.

# Google Workspace & Cloud Identity

## Acceptable Use Policy

Last modified: March 14, 2023

Use of the Services is subject to this acceptable use policy ("AUP").

If not defined here, capitalized terms have the meaning stated in the applicable contract ("Agreement") between the customer, reseller or other authorized user ("You") and Google.

You agree not, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial emails;
- to violate, or encourage the violation of, the legal rights of others;
- to engage in, promote, or encourage illegal activity, including child sexual exploitation, child abuse, or terrorism or violence that can cause death, serious harm, or injury to individuals or groups of individuals;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose including Non-consensual Explicit Imagery (NCEI), violating intellectual property rights of others, phishing, or creating a pyramid scheme;
- to distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature;
- to gain unauthorized access to, disrupt, or impair the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Services, Software, or the equipment used to provide the Services;
- to test or reverse-engineer the Services in order to find limitations or vulnerabilities, or to evade filtering capabilities;
- to grant multiple individuals access to an individual End User Account other than via the delegation features provided within the Services;
- to create End User Accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the domain;
- to resell End User Accounts, or parts thereof, as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations (You are solely responsible for ensuring compliance with all applicable laws and regulations in the relevant jurisdiction(s));
- 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.

If You use Google Workspace for Education, You agree to use all Services, Additional Products, and Third-Party Offerings that are accessible with Your Account only (a) for educational purposes, and (b) if You are an End User, as authorized by Your school.

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.

### Previous Versions:

February 6, 2023

August 25, 2021

February 18, 2021

## Cloud Data Processing Addendum (Customers)

This Cloud Data Processing Addendum including its appendices ("*Addendum*") is incorporated into the Agreement(s) under which Google has agreed to provide Google Cloud Platform, Google Workspace, or Cloud Identity (each as defined below), as applicable (the "*Services*"), to Customer. This Addendum was formerly known as the "Data Processing and Security Terms" under an Agreement for Google Cloud Platform and the "Data Processing Amendment" under an Agreement for Google Workspace or Cloud Identity.

### 1. Commencement

This Addendum will be effective and replace any terms previously applicable to the processing of Customer Data, including any Data Processing and Security Terms or Data Processing Amendment, from the Addendum Effective Date (as defined below).

### 2. Definitions

2.1 Capitalized terms used but not defined in this Addendum have the meaning given to them in the Agreement:

- *Account* has the meaning given in the applicable Agreement or, if no such meaning is given, means Customer's Google Cloud Platform account, Google Workspace account or Cloud Identity account, as applicable.
- *Addendum Effective Date* means the date on which Customer accepted, or the parties otherwise agreed to, this Addendum.
- *Additional Security Controls* means security resources, features, functionality and/or controls that Customer may use at its option and/or as it determines, including the Admin Console, encryption, logging and monitoring, identity and access management, security scanning, and firewalls.
- *Adequate Country* means:

(a) for data processed subject to the EU GDPR: the EEA, or a country or territory recognized as ensuring adequate protection under the EU GDPR;

(b) for data processed subject to the UK GDPR: the UK, or a country or territory recognized as ensuring adequate protection under the UK GDPR and the Data Protection Act 2018; and/or

(c) for data processed subject to the Swiss FDPA: Switzerland, or a country or territory that is: (i) included in the list of the states whose legislation ensures adequate protection as published by the Swiss Federal Data Protection and Information Commissioner, or (ii) recognized as ensuring adequate protection by the Swiss Federal Council under the Swiss FDPA;

in each case, other than on the basis of an optional data protection framework.

- *Alternative Transfer Solution* means a solution, other than SCCs, that enables the lawful transfer of personal data to a third country in accordance with European Data Protection Law, for example a data protection framework recognized as ensuring that participating entities provide adequate protection.
- *Audited Services* means the then-current Services indicated as being in-scope for the relevant certification or report at <https://cloud.google.com/security/compliance/services-in-scope>. Google may not remove



any Services from this URL unless those Services have been discontinued in accordance with the applicable Agreement.

- *Cloud Identity* means the Cloud Identity Services described at <https://cloud.google.com/terms/identity/user-features>, when purchased under a standalone Agreement.
- *Customer Data* has the meaning given in the applicable Agreement or, if no such meaning is given, means:

(a) data provided by or on behalf of Customer or its End Users via Google Cloud Platform under the Account; or  
(b) data submitted, stored, sent or received by or on behalf of Customer or its End Users via Google Workspace or Cloud Identity under the Account.

- *Customer Personal Data* means the personal data contained within the Customer Data, including any special categories of personal data defined under European Data Protection Law.
- *Customer SCCs* means the SCCs (Controller-to-Processor), the SCCs (Processor-to-Processor) and/or the SCCs (Processor-to-Controller), as applicable.
- *Data Incident* means a breach of Google's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by Google.
- *EEA* means the European Economic Area.
- *EMEA* means Europe, the Middle East and Africa.
- *EU 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.
- *European Data Protection Law* means, as applicable: (a) the GDPR; and/or (b) the Swiss FDPA.
- *European Law* means, as applicable: (a) EU or EU Member State law (if the EU GDPR applies to the processing of Customer Personal Data); and (b) the law of the UK or a part of the UK (if the UK GDPR applies to the processing of Customer Personal Data).
- *GDPR* means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.
- *Google Cloud Platform* means the Google Cloud Platform services described at <https://cloud.google.com/terms/services>, excluding any Third-Party Offerings.
- *Google Workspace* means the Google Workspace or Google Workspace for Education services described at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html), as applicable.
- *Google's Third Party Auditor* means a Google-appointed, qualified and independent third party auditor, whose then-current identity Google will disclose to Customer.
- *Instructions* has the meaning given in Section 5.2.1 (Compliance with Customer's Instructions).
- *Non-European Data Protection Law* means data protection or privacy laws in force outside the EEA, the UK and Switzerland.
- *Notification Email Address* means the email address(es) designated by Customer in the Admin Console or Order Form to receive certain notifications from Google. Customer is responsible for using the Admin Console to ensure that its Notification Email Address remains current and valid.

- SCCs means the Customer SCCs and/or SCCs (Processor-to-Processor, Google Exporter), as applicable.
- SCCs (*Controller-to-Processor*) means the terms at: <https://cloud.google.com/terms/sccs/eu-c2p>
- SCCs (*Processor-to-Controller*) means the terms at: <https://cloud.google.com/terms/sccs/eu-p2c>
- SCCs (*Processor-to-Processor*) means the terms at: <https://cloud.google.com/terms/sccs/eu-p2p>
- SCCs (*Processor-to-Processor, Google Exporter*) means the terms at: <https://cloud.google.com/terms/sccs/eu-p2p-google-exporter>
- *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).
- *Subprocessor* means a third party authorized as another processor under this Addendum to have logical access to and process Customer Data in order to provide parts of the Services and TSS.
- *Supervisory Authority* means, as applicable: (a) a "supervisory authority" as defined in the EU GDPR; and/or (b) the "Commissioner" as defined in the UK GDPR and/or the Swiss FDPA.
- *Swiss FDPA* means the Federal Data Protection Act of 19 June 1992 (Switzerland).
- *Term* means the period from the Addendum 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.
- *UK GDPR* means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.

2.2 The terms "personal data", "data subject", "processing", "controller" and "processor" as used in this Addendum have the meanings given in the GDPR irrespective of whether European Data Protection Law or Non-European Data Protection Law applies.

### **3. Duration**

Regardless of whether the applicable Agreement has terminated or expired, this Addendum will remain in effect until, and automatically expire when, Google deletes all Customer Data as described in this Addendum.

### **4. Scope of Data Protection Law**

4.1 *Application of European Law.* The parties acknowledge that European Data Protection Law will apply to the processing of Customer Personal Data if, for example:

- a. the processing is carried out in the context of the activities of an establishment of Customer in the territory of the EEA or the UK; and/or
- b. the Customer Personal Data is personal data relating to data subjects who are in the EEA or the UK and the processing relates to the offering to them of goods or services in the EEA or the UK, or the monitoring of their behavior in the EEA or the UK.

4.2 *Application of Non-European Law.* The parties acknowledge that Non-European Data Protection Law may also apply to the processing of Customer Personal Data.

4.3 *Application of Addendum*. Except to the extent this Addendum states otherwise, this Addendum will apply irrespective of whether European Data Protection Law or Non-European Data Protection Law applies to the processing of Customer Personal Data.

## **5. Processing of Data**

### *5.1 Roles and Regulatory Compliance; Authorization.*

5.1.1 *Processor and Controller Responsibilities*. If European Data Protection Law applies to the processing of Customer Personal Data:

- a. the subject matter and details of the processing are described in Appendix 1;
- b. Google is a processor of that Customer Personal Data under European Data Protection Law;
- c. Customer is a controller or processor, as applicable, of that Customer Personal Data under European Data Protection Law; and
- d. each party will comply with the obligations applicable to it under European Data Protection Law with respect to the processing of that Customer Personal Data.

5.1.2 *Processor Customers*. If European Data Protection Law applies to the processing of Customer Personal Data and Customer is a processor:

- a. Customer warrants on an ongoing basis that the relevant controller has authorized: (i) the Instructions, (ii) Customer's appointment of Google as another processor, and (iii) Google's engagement of Subprocessors as described in Section 11 (Subprocessors);
- b. Customer will immediately forward to the relevant controller any notice provided by Google under Sections 5.2.2 (Instruction Notifications), 7.2.1 (Incident Notification), 9.2.1 (Responsibility for Requests), 11.4 (Opportunity to Object to Subprocessor Changes) or that refers to any SCCs; and
- c. Customer may:
  - i. request access for the relevant controller to the SOC Reports in accordance with Section 7.5.3(a); and
  - ii. make available to the relevant controller any other information made available by Google under Sections 10.4 (Supplementary Measures and Information), 10.6 (Data Center Information) and 11.2 (Information about Subprocessors).

5.1.3 *Responsibilities under Non-European Law*. If Non-European Data Protection Law applies to either party's processing of Customer Personal Data, the relevant party will comply with any obligations applicable to it under that law with respect to the processing of that Customer Personal Data.

### *5.2 Scope of Processing.*

5.2.1 *Compliance with Customer's Instructions*. Customer instructs Google to process Customer Data in accordance with the applicable Agreement (including this Addendum) and applicable law only: (a) to provide, secure, and monitor the Services and TSS; and (b) as further specified via (i) Customer's use of the Services (including the Admin Console and other Services functionality) and TSS, and (ii) any other written instructions given by Customer and acknowledged by Google as constituting instructions under this Addendum (collectively, the "Instructions"). Google will comply with the Instructions unless prohibited by European Law.

5.2.2 *Instruction Notifications*. Without prejudice to Google's obligations under Section 5.2.1 (Compliance with Customer's Instructions) or any other rights or obligations of either party under the applicable Agreement, Google will immediately notify Customer if, in Google's opinion: (a) European Law prohibits Google from complying with

an Instruction; (b) an Instruction does not comply with European Data Protection Law; or (c) Google is otherwise unable to comply with an Instruction, in each case unless such notice is prohibited by European Law.

5.3 *Additional Products*. If Google at its option makes Additional Products available to Customer for use with Google Workspace or Cloud Identity in accordance with applicable Additional Product Terms:

- a. Customer may enable or disable Additional Products via the Admin Console and will not need to use Additional Products in order to use Google Workspace or Cloud Identity; and
- b. if Customer opts to install any Additional Products or to use them with Google Workspace or Cloud Identity, the Additional Products may access Customer Data as required to interoperate with Google Workspace or Cloud Identity (as applicable).

For clarity, this Addendum does not apply to the processing of personal data in connection with the provision of any Additional Products installed or used by Customer, including personal data transmitted to or from such Additional Products.

## **6. Data Deletion**

6.1 *Deletion by Customer*. Google will enable Customer to delete Customer Data during the Term in a manner consistent with the functionality of the Services. If Customer uses the Services to delete any Customer Data during the Term and that Customer Data cannot be recovered by Customer, this use will constitute an Instruction to Google to delete the relevant Customer 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 European Law requires storage.

6.2 *Return or Deletion When Term Ends*. If Customer wishes to retain any Customer Data after the end of the Term, it may instruct Google in accordance with Section 9.1 (Access; Rectification; Restricted Processing; Portability) to return that data during the Term. Subject to Section 6.3 (Deferred Deletion Instruction), Customer instructs Google to delete all remaining Customer Data (including existing copies) from Google's systems at the end of the Term in accordance with applicable law. After a recovery period of up to 30 days from that date, Google will comply with this Instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European Law requires storage.

6.3 *Deferred Deletion Instruction*. To the extent any Customer Data covered by the deletion instruction described in Section 6.2 (Return or Deletion When Term Ends) is also processed, when the applicable Term under Section 6.2 expires, in relation to an Agreement with a continuing Term, such deletion instruction will take effect with respect to such Customer Data only when the continuing Term expires. For clarity, this Addendum will continue to apply to such Customer Data until its deletion by Google.

## **7. Data Security**

7.1 *Google's Security Measures, Controls and Assistance*.

7.1.1 *Google's Security Measures*. Google will implement and maintain technical, organizational and physical measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2 (the "Security Measures"). The Security Measures include measures to encrypt Customer Data; to help ensure ongoing confidentiality, integrity, availability and resilience of Google's systems and services; to help restore timely access to Customer Data following an incident; and for

regular testing of effectiveness. Google may update the Security Measures from time to time provided that such updates do not result in a material reduction of the security of the Services.

*7.1.2 Access and Compliance.* Google will: (a) authorize its employees, contractors and Subprocessors to access Customer Data only as strictly necessary to comply with Instructions; (b) 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; and (c) ensure that all persons authorized to process Customer Data are under an obligation of confidentiality.

*7.1.3 Additional Security Controls.* Google will make Additional Security Controls available to: (a) allow Customer to take steps to secure Customer Data; and (b) provide Customer with information about securing, accessing and using Customer Data.

*7.1.4 Google's Security Assistance.* Google will (taking into account the nature of the processing of Customer Personal Data and the information available to Google) assist Customer in ensuring compliance with its (or, where Customer is a processor, the relevant controller's) obligations under Articles 32 to 34 of the GDPR, by:

- a. implementing and maintaining the Security Measures in accordance with Section 7.1.1 (Google's Security Measures);
- b. making Additional Security Controls available to Customer in accordance with Section 7.1.3 (Additional Security Controls);
- c. complying with the terms of Section 7.2 (Data Incidents);
- d. providing Customer with the Security Documentation in accordance with Section 7.5.1 (Reviews of Security Documentation) and the information contained in the applicable Agreement (including this Addendum); and
- e. if subsections (a)-(d) above are insufficient for Customer (or the relevant controller) to comply with such obligations, upon Customer's request, providing Customer with additional reasonable cooperation and assistance.

## *7.2 Data Incidents.*

*7.2.1 Incident Notification.* Google will notify Customer promptly and without undue delay after becoming aware of a Data Incident, and promptly take reasonable steps to minimize harm and secure Customer Data.

*7.2.2 Details of Data Incident.* Google's notification of a Data Incident will describe: the nature of the Data Incident including the Customer resources impacted; the measures Google has taken, or plans to take, to address the Data Incident and mitigate its potential risk; the measures, if any, Google recommends that Customer take to address the Data Incident; and details of a contact point where more information can be obtained. If it is not possible to provide all such information at the same time, Google's initial notification will contain the information then available and further information will be provided without undue delay as it becomes available.

*7.2.3 Delivery of Notification.* Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address.

*7.2.4 No Assessment of Customer Data by Google.* Google has no obligation to assess Customer Data in order to identify information subject to any specific legal requirements.

*7.2.5 No Acknowledgement of Fault by Google.* 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 Customer's Security Responsibilities and Assessment.*

*7.3.1 Customer's Security Responsibilities.* Without prejudice to Google's obligations under Sections 7.1 (Google's Security Measures, Controls and Assistance) and 7.2 (Data Incidents), and elsewhere in the applicable Agreement, Customer is responsible for its use of the Services and its storage of any copies of Customer Data outside Google's or Google's Subprocessors' systems, including:

- a. using the Services and Additional Security Controls to ensure a level of security appropriate to the risk to the Customer Data;
  - b. securing the account authentication credentials, systems and devices Customer uses to access the Services;
- and
- c. backing up or retaining copies of its Customer Data as appropriate.

*7.3.2 Customer's Security Assessment.* Customer agrees that the Services, Security Measures implemented and maintained by Google, Additional Security Controls and Google's commitments under this Section 7 (Data Security) provide a level of security appropriate to the risk to Customer Data (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Personal Data as well as the risks to individuals).

*7.4 Compliance Certifications and SOC Reports.* Google will maintain at least the following for the Audited Services in order to evaluate the continued effectiveness of the Security Measures: (a) certificates for ISO 27001, ISO 27017 and ISO 27018 and, for Google Cloud Platform, a PCI DSS Attestation of Compliance (the "Compliance Certifications"); and (b) SOC 2 and SOC 3 reports produced by Google's Third Party Auditor and updated annually based on an audit performed at least once every 12 months (the "SOC Reports"). Google may add standards at any time. Google may replace a Compliance Certification or SOC Report with an equivalent or enhanced alternative.

*7.5 Reviews and Audits of Compliance.*

*7.5.1 Reviews of Security Documentation.* Google will make the Compliance Certifications and the SOC Reports available for review by Customer to demonstrate compliance by Google with its obligations under this Addendum.

*7.5.2 Customer's Audit Rights.*

a. If European Data Protection Law applies to the processing of Customer Personal Data, Google will allow Customer or an independent auditor appointed by Customer to conduct audits (including inspections) to verify Google's compliance with its obligations under this Addendum in accordance with Section 7.5.3 (Additional Business Terms for Reviews and Audits). During an audit, Google will make available all information necessary to demonstrate such compliance and contribute to the audit as described in Section 7.4 (Compliance Certifications and SOC Reports) and this Section 7.5 (Reviews and Audits of Compliance).

b. If Customer SCCs apply as described in Section 10.2 (Restricted European Transfers), Google will allow Customer (or an independent auditor appointed by Customer) to conduct audits as described in those SCCs and, during an audit, make available all information required by those SCCs, both in accordance with Section 7.5.3 (Additional Business Terms for Reviews and Audits).

c. Customer may conduct an audit to verify Google's compliance with its obligations under this Addendum by reviewing the Security Documentation (which reflects the outcome of audits conducted by Google's Third Party Auditor).

*7.5.3 Additional Business Terms for Reviews and Audits.*

- a. Customer must send any requests for reviews of the SOC 2 report under Section 5.1.2(c)(i) or 7.5.1, 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 Customer 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 5.1.2(c)(i) or 7.5.1; 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 audit under Section 7.5.2(a) or 7.5.2(b). Google will provide Customer with further details of any applicable fee, and the basis of its calculation, in advance of any such audit. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.
- d. Google may object in writing to an auditor appointed by Customer 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 Customer to appoint another auditor or conduct the audit itself.

#### **8. Impact Assessments and Consultations**

Google will (taking into account the nature of the processing and the information available to Google) assist Customer in ensuring compliance with its (or, where Customer is a processor, the relevant controller's) obligations under Articles 35 and 36 of the GDPR, by:

- a. providing 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);
- b. providing the information contained in the applicable Agreement (including this Addendum); and
- c. if subsections (a) and (b) above are insufficient for Customer (or the relevant controller) to comply with such obligations, upon Customer's request, providing Customer with additional reasonable cooperation and assistance.

#### **9. Access etc.; Data Subject Rights; Data Export**

**9.1 Access; Rectification; Restricted Processing; Portability.** During the Term, Google will enable Customer, in a manner consistent with the functionality of the Services, to access, rectify and restrict processing of Customer Data, including via the deletion functionality provided by Google as described in Section 6.1 (Deletion by Customer), and to export Customer Data. If Customer becomes aware that any Customer Personal Data is inaccurate or outdated, Customer will be responsible for using such functionality to rectify or delete that data if required by applicable European Data Protection Law.

##### **9.2 Data Subject Requests.**

**9.2.1 Responsibility for Requests.** During the Term, if Google's Cloud Data Protection Team receives a request from a data subject that relates to Customer Personal Data and identifies Customer, Google will: (a) advise the data subject to submit their request to Customer; (b) promptly notify Customer; and (c) not otherwise respond to that data subject's request without authorization from Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

**9.2.2 Google's Data Subject Request Assistance.** Google will (taking into account the nature of the processing of Customer Personal Data) assist Customer in fulfilling its (or, where Customer is a processor, the relevant

controller's) obligations under Chapter III of the GDPR to respond to requests for exercising the data subject's rights by:

- a. providing Additional Security Controls in accordance with Section 7.1.3 (Additional Security Controls);
- b. complying with Sections 9.1 (Access; Rectification; Restricted Processing; Portability) and 9.2.1 (Responsibility for Requests); and
- c. if subsections (a) and (b) above are insufficient for Customer (or the relevant controller) to comply with such obligations, upon Customer's request, providing Customer with additional reasonable cooperation and assistance.

## **10. Data Transfers**

**10.1 Data Storage and Processing Facilities.** Subject to Google's data location commitments under the Service Specific Terms and the remainder of this Section 10 (Data Transfers), Customer Data may be processed in any country in which Google or its Subprocessors maintain facilities.

**10.2 Restricted European Transfers.** The parties acknowledge that European Data Protection Law does not require SCCs or an Alternative Transfer Solution in order for Customer Personal Data to be processed in or transferred to an Adequate Country. If Customer Personal Data is transferred to any other country and European Data Protection Law applies to the transfers (as certified by Customer under Section 10.3 (Certification by Non-EMEA Customers) if its billing address is outside EMEA) ("*Restricted European Transfers*"), then:

- a. if Google has adopted an Alternative Transfer Solution for any Restricted European Transfers, then Google will inform Customer of the relevant solution and ensure that such Restricted European Transfers are made in accordance with it; and/or
- b. if Google has not adopted, or informs Customer that Google is no longer adopting, an Alternative Transfer Solution for any Restricted European Transfers, then:
  - i. if Google's address is in an Adequate Country:
    - A. the SCCs (Processor-to-Processor, Google Exporter) will apply with respect to such Restricted European Transfers from Google to Subprocessors; and
    - B. in addition, if Customer's billing address is not in an Adequate Country, the SCCs (Processor-to-Controller) will apply (regardless of whether Customer is a controller and/or processor) with respect to such Restricted European Transfers between Google and Customer; or
  - ii. if Google's address is not in an Adequate Country, the SCCs (Controller-to-Processor) and/or SCCs (Processor-to-Processor) will apply (according to whether Customer is a controller and/or processor) with respect to such Restricted European Transfers between Google and Customer.

**10.3 Certification by Non-EMEA Customers.** If Customer's billing address is outside EMEA, and the processing of Customer Personal Data is subject to European Data Protection Law, Customer will certify as such, and identify its competent Supervisory Authority, via the Admin Console for Google Cloud Platform or Google Workspace and Cloud Identity, as applicable.

**10.4 Supplementary Measures and Information.** Google will provide Customer with information relevant to Restricted European Transfers, including information about Additional Security Controls and other supplementary measures to protect Customer Personal Data:

- a. as described in Section 7.5.1 (Reviews of Security Documentation);
- b. in the documentation for the Services, available at <https://cloud.google.com/docs>; and



c. in the Google Cloud Trust and Security website, available at <https://cloud.google.com/security>.

10.5 *Termination*. If Customer concludes, based on its current or intended use of the Services, that the Alternative Transfer Solution and/or SCCs, as applicable, do not provide appropriate safeguards for Customer Personal Data, then Customer may immediately terminate the applicable Agreement for convenience by notifying Google.

10.6 *Data Center Information*. The locations of Google data centers are described at:

- a. <https://cloud.google.com/about/locations/> for Google Cloud Platform; and
- b. <https://www.google.com/about/datacenters/locations/> for Google Workspace and Cloud Identity.

## **11. Subprocessors**

11.1 *Consent to Subprocessor Engagement*. Customer specifically authorizes the engagement as Subprocessors of those entities disclosed under Section 11.2 (Information about Subprocessors) as of the Addendum Effective Date. In addition, without prejudice to Section 11.4 (Opportunity to Object to Subprocessor Changes), Customer generally authorizes the engagement of other third parties as Subprocessors ("*New Subprocessors*").

11.2 *Information about Subprocessors*. Names, locations and activities of Subprocessors are described at:

- a. <https://cloud.google.com/terms/subprocessors> for Google Cloud Platform; and
- b. <https://workspace.google.com/intl/en/terms/subprocessors.html> for Google Workspace and Cloud Identity.

11.3 *Requirements for Subprocessor Engagement*. When engaging any Subprocessor, Google will:

- a. ensure via a written contract that:
  - i. the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the applicable Agreement (including this Addendum); and
  - ii. if the processing of Customer Personal Data is subject to European Data Protection Law, the data protection obligations described in this Addendum (as referred to in Article 28(3) of the GDPR, if applicable), 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 *Opportunity to Object to Subprocessor Changes*.

- a. When any New Subprocessor is engaged during the Term, Google will, at least 30 days before the New Subprocessor starts processing any Customer Data, notify Customer of the engagement (including the name, location and activities of the New Subprocessor).
- b. Customer may, within 90 days after being notified of the engagement of a New Subprocessor, object by immediately terminating the applicable Agreement for convenience by notifying Google.

## **12. Cloud Data Protection Team; Processing Records**

12.1 *Cloud Data Protection Team*. Google's Cloud Data Protection Team will provide prompt and reasonable assistance with any Customer queries related to processing of Customer Data under the applicable Agreement and can be contacted:

- a. at <https://support.google.com/cloud/contact/dpo> for Google Cloud Platform;
- b. at [https://support.google.com/a/contact/googlecloud\\_dpr](https://support.google.com/a/contact/googlecloud_dpr) for Google Workspace and Cloud Identity (while Administrators are signed in to their Admin Account); or
- c. as described in the Notices section of the applicable Agreement.

12.2 *Google's Processing Records*. Google will keep appropriate documentation of its processing activities as required by the GDPR. To the extent the GDPR requires Google to collect and maintain records of certain

information relating to Customer, Customer will use the Admin Console to supply such information and keep it accurate and up-to-date. Google may make any such information available to the Supervisory Authorities if required by the GDPR.

12.3 *Controller Requests*. During the Term, if Google's Cloud Data Protection Team receives a request or instruction from a third party purporting to be a controller of Customer Personal Data, Google will advise the third party to contact Customer.

### **13. Interpretation**

#### **13.1 Precedence.**

a. To the extent of any conflict or inconsistency between:

- i. this Addendum and the remainder of the Agreement, this Addendum will prevail; and
- ii. any Customer SCCs (which are incorporated by reference into this Addendum) and the remainder of the Agreement (including this Addendum), the Customer SCCs will prevail.

b. For clarity, if Customer has entered more than one Agreement, this Addendum will amend each of the Agreements separately.

13.2 *Legacy UK SCCs*. The supplementary terms for UK GDPR transfers in the SCCs will, as of 21 September 2022, supersede and terminate any standard contractual clauses approved under the UK GDPR or Data Protection Act 2018 and previously entered into by Customer and Google.

13.3 *No Modification of SCCs*. Nothing in the Agreement (including this Addendum) is intended to modify or contradict any SCCs or prejudice the fundamental rights or freedoms of data subjects under European Data Protection Law.

### **Appendix 1: Subject Matter and Details of the Data Processing**

#### *Subject Matter*

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

#### *Duration of the Processing*

The Term plus the period from the end of the Term until deletion of all Customer Data by Google in accordance with this Addendum.

#### *Nature and Purpose of the Processing*

Google will process Customer Personal Data for the purposes of providing the Services and TSS to Customer in accordance with this Addendum.

#### *Categories of Data*

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

#### *Data Subjects*

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

### **Appendix 2: Security Measures**

As from the Addendum Effective Date, Google will implement and maintain the Security Measures described in this Appendix 2.

#### **1. Data Center and Network Security**

*(a) Data Centers.*

*Infrastructure.* Google maintains geographically distributed data centers. Google stores all production data in physically secure data centers.

*Redundancy.* 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 backup generator systems take over. The backup 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 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 a dual authentication 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.* Customer's administrators and End Users must authenticate themselves via a central authentication system or via a single sign on system in order to use 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 Customer Data. Google designs its systems to (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that Customer 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. Google's authentication and authorization systems utilize SSH certificates and security keys, and 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. Subject to any Instructions to the contrary (e.g. in the form of a data location selection), Google replicates Customer Data between multiple geographically dispersed data centers. Google also logically isolates Customer Data and, for Google Workspace and Cloud Identity: (i) Google logically separates each End User's data from the data of other End Users; and (ii) data for an authenticated End User will not be displayed to another End User (unless the former End User or an Administrator allows the data to be shared). Customer will be given control over specific data sharing policies. Those policies, in accordance with the functionality of the Services, will enable Customer to determine the product sharing settings applicable to its End Users for specific purposes. Customer may choose to use logging functionality that Google makes 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 multi-step 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 background 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 Customer Data are required to complete additional requirements appropriate to their role (e.g. certifications). Google's personnel will not process Customer 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 described in Section 11.3 (Requirements for Subprocessor Engagement) of this Addendum, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.

*Previous versions of Data Processing and Security Terms:*

*June 30, 2022 September 24, 2021 August 19, 2020 August 10, 2020 July 17, 2020 October 11, 2019 October 1, 2019 May 25, 2018 March 13, 2018 November 9, 2017 October 11, 2017 February 7, 2017 October 6, 2016*

*Previous versions of Data Processing Amendment:*

*July 7, 2022 September 24, 2021 May 27, 2021 October 29, 2019 May 25, 2018 April 25, 2018 July 11, 2017 November 28, 2016 January 7, 2016 April 24, 2015 April 1, 2014 November 14, 2012*

*(Last modified September 20, 2022)*

## Google Workspace Service Specific Terms

Last modified: May 31, 2023

For translations of these Service Specific Terms into other languages, please click [here](#).

Capitalized terms not defined in these Service Specific Terms for Google Workspace (formerly known as G Suite) have the meaning stated in the Google Workspace Services Schedule to the Google Cloud Master Agreement, Google Workspace for Education Agreement, or other applicable agreement governing the use of Google Workspace Services (in each case, the "Agreement").

1. **1. Data Regions.** The following terms apply only to the Google Workspace Services and to the Customer Data described in the definition of "Located Data" in Section 1.3 (Definitions) of these Service Specific Terms:
  1. **1.1 Primary Data Storage.** If Customer is using an In-Scope Edition of the Services, Customer may use the Admin Console to select a Data Region to store Located Data at rest and Google will, in accordance with applicable law, store such Located Data accordingly ("Google Workspace Data Regions Policy").
  2. **1.2 Limitation.** For any Customer Data that is not covered by the Google Workspace Data Regions Policy, Google may store any Customer Data that is not covered by the Google Workspace Data Regions Policy anywhere Google or its Subprocessors maintain facilities, subject to Section 10.2 (Restricted European Transfers) of the Cloud Data Processing Addendum (if applicable).
  3. **1.3 Definitions.**
    1. "**Located Data**" mean only the following primary data within Customer Data for the corresponding Service:
      1. (a) Gmail: subject line and body of email, attachments, and senders and recipients of messages.
      2. (b) Google Calendar: event title and description of event, date, time, invitees, frequency and locations.
      3. (c) Google Docs, Google Sheets, and Google Slides: file body text, embedded images, and associated End User-generated comments.
      4. (d) Google Drive: original file content uploaded to Drive.
      5. (e) Google Chat: messages and attachments.
      6. (f) Google Vault: Vault exports.
    2. "**Data Region**" means either: (a) the United States or (b) Europe.
    3. "**In-Scope Edition**" means the following editions:
      1. (a) G Suite Business
      2. (b) Google Workspace Enterprise Plus
      3. (c) Google Workspace for Education Standard
      4. (d) Google Workspace for Education Plus
2. **2. Google Vault.** The following terms apply only to Google Vault:

1. 2.1 Retention. Google will have no obligation to retain any archived Customer Data after the date of expiry of the retention period specified by Customer or the Order Term applicable to the relevant Google Vault licenses, unless: (a) such retention period or Order Term is renewed; (b) applicable legislation or legal process prevents Google from deleting the data; or (c) the data is subject to a legal hold imposed by Customer. If Customer does not renew its purchase and use of Google Vault, then Google will have no obligation to retain any archived Customer Data.
3. 3. **Google Workspace Essentials**. The following terms apply only to the Google Workspace Essentials and/or Google Workspace Essentials Starter edition(s), as indicated:
  1. 3.1 Invoice Issuance.
    1. (a) If Customer orders the Google Workspace Essentials edition directly from Google, then, as part of the payment and billing obligations between Google and Customer, (i) Google will send Customer a monthly invoice for Fees accrued during the previous month unless otherwise stated at the URL designating the Fees for an applicable SKU and (ii) Customer will accrue and pay for all Fees based on: (A) the number of Customer's Active Users per month (or, if Customer has no Active Users in any month, a minimum of one (1) Active User for that month) and (B) any committed purchases or minimum commitments, if applicable. Google's measurement tools will be used to determine Customer's usage of the Services if applicable to Fees.
    2. (b) Fees for Resold Customers. If Customer orders the Google Workspace Essentials edition from Reseller, the Fees for the Services will be set between Customer and Reseller, except that Google's measurement tools will be used to determine Customer's usage of the Services if applicable to Fees.
  2. 3.2 Tracking and Billing of Active Users and Storage. Whether Customer orders the Google Workspace Essentials and/or Google Workspace Essentials Starter edition(s), Google may block any behavior that attempts to circumvent the tracking and billing of Active Users or storage, as applicable.
  3. 3.3 SLA Credits. If Customer orders Google Workspace Essentials edition directly from Google, any Service Credits that may be due to Customer will be issued in the form of monetary credits (and not additional Service days) that will be applied to Customer's next invoice. If Customer orders Google Workspace Essentials edition from Reseller, Google will issue to Reseller any Service Credits that may be due to Customer in the form of monetary credits (and not additional Service days).
  4. 3.4 SLA and Technical Support Service Exclusions. If Customer orders the Google Workspace Essentials Starter edition, the SLA will not apply to any services comprised within that edition



(notwithstanding that the SLA may define such services as Google Workspace Covered Services) and TSS will not be available.

5. 3.5 Termination for Inactivity or Convenience. If Customer orders the Google Workspace Essentials Starter edition, Google reserves the right to terminate the Agreement and the provision of the Services:
  1. (a) on 30 days' notice to Customer if, for any period of 60 consecutive days preceding the date of the notice, there has been no access to the Admin Console or use of the Services by Customer or any of its End Users; or
  2. (b) for convenience on 90 days' notice to Customer.
6. 3.6 Definitions. "Active User" means an End User of the Google Workspace Essentials edition who (a) hosts or joins a video meeting in Google Meet at least once during the calendar month or (b) opens a file in Google Drive at least once during the calendar month.
4. 4. **Cloud Search**. The following terms apply only to Cloud Search:
  1. 4.1 Third Party Data Sources. Customer's use of third party data sources in connection with Cloud Search Platform is subject to and governed by the terms of service and other agreements between Customer and the applicable provider of the third party data source ("Third Party Data Source Terms"). Customer is solely responsible for compliance with such Third Party Data Source Terms, including ensuring necessary rights to allow Google to access or use such third party data sources for provisioning Cloud Search Platform to Customer.
  2. 4.2 The Cloud Search Product Roadmap will be offered to Cloud Search customers on a periodic basis for informational purposes only. Features or updates on the Cloud Search Product Roadmap are not guaranteed and Google is not obligated to provide them as part of the Services. Customer may provide feedback or feature requests for Google's consideration, which Google may in its sole discretion consider adding to the future iterations of the Cloud Search Product Roadmap. Google is not obligated to implement any feedback or feature request, whether or not it is added to the Cloud Search Product Roadmap.
  3. 4.3 Additional Definitions.
    1. "Cloud Search Product Roadmap" means a document containing planned product features and updates to Cloud Search.
    2. "Item" or "Document" means any piece of digital content that Cloud Search can index, including, if applicable, DOCS, XLS, PPT, and PDF files, a row in a database, unique URLs or any of the supported file types.
    3. "Search Query" means a request sent by Customer to Google using Cloud Search to retrieve information or a set of results.
    4. "Search Application" means a configuration of Cloud Search created and managed by Customer or their designee to enable a specific business use case, such as searching

across documents in an intranet portal or Customer's support tool.

5. **5. Cloud Identity Services.** The following terms apply only to Cloud Identity Services:

1. **5.1 Governing Agreement.** If this Agreement and a separate Google Cloud Platform agreement both apply to Customer's use of Cloud Identity Services under the Account, then (a) this Agreement will govern those Cloud Identity Services for as long as it remains in force; (b) if Customer's Google Cloud Platform agreement remains in force when this Agreement expires or terminates, then that Google Cloud Platform agreement will govern Customer's continued use of those Cloud Identity Services under the Account; and (c) if Customer's Google Cloud Platform agreement is no longer in force when this Agreement expires or terminates, then the terms at <https://cloud.google.com/terms/identity> will govern Customer's continued use of the Cloud Identity Services under the Account. This section will survive expiry or termination of this Agreement.

2. **5.2 Additional Definitions.**

1. "Google Cloud Platform" means the then-current services described at <https://cloud.google.com/terms/services>.

6. **6. Pre-General Availability Offerings Terms.** Google may make available to Customer pre-general availability Google Workspace features, services, or software that are identified as "Early Access," "Alpha," "Beta," "Preview," "Experimental," or a similar designation in the Services Summary, related documentation or materials, or a Test Application (as defined below) (collectively, "Pre-GA Offerings"). While Pre-GA Offerings are not Services, Customer's use of Pre-GA Offerings is subject to the terms of the Agreement applicable to Services, as amended by this Section 6.

1. **6.1 Access to and Use of Pre-GA Offerings.**

1. (a) **Test Applications.** Customer may apply to be a test user of one or more Pre-GA Offerings by submitting the application(s) available via the Admin Console or otherwise from Google ("Test Application(s)"). If Google accepts Customer as a test user of any Pre-GA Offering (based on Google's then-current domain level requirements for test users), Google will make that Pre-GA Offering available for use by Customer subject to the terms of this Section 6. Additional terms ("Specific Test Terms") may apply to that Pre-GA Offering and, if applicable, will be provided by Google via the Test Application or otherwise in writing before any use by Customer of the Pre-GA Offering. The Test Application and any Specific Test Terms are incorporated into this Section 6.

2. (b) **Use of Customer Test Data.** Subject to Sections 6(d) (Use Restriction for Government Customers) and 6(e) (Use Restriction for Protected Health Information) below, Google may, and Customer will (including by collecting or providing any required consents or notices) ensure that Google may

use any Customer Data (including Customer Personal Data) submitted, stored, sent or received via any Pre-GA Offerings by Customer or its End Users ("Customer Test Data") to provide, test, analyze, develop and improve those Pre-GA Offerings and any Google products and services used with them without any restriction or obligation to Customer, any End User or any third party, other than as stated in the Agreement's confidentiality provisions and below.

3. If Customer has accepted or the parties have otherwise agreed to Google's then-current terms describing data protection and processing obligations with respect to Customer Data as stated at <https://cloud.google.com/terms/data-processing-addendum> (the "Cloud Data Processing Addendum" or "CDPA"), the CDPA will apply to Pre-GA Offerings as "Services" for purposes of the CDPA and, for clarity, this Section 6 will form part of the "Agreement" referred to in Section 5.2.1 (Compliance with Customer's Instructions) of the CDPA, subject to the following amendments:
  1. (i) Pre-GA Offerings are not "Audited Services" under the CDPA;
  2. (ii) Customer acknowledges that, for purposes of Section 6.1 (Deletion by Customer) of the CDPA and to the extent permitted by applicable law, the functionality of the Pre-GA Offerings may not allow deletion of Customer Test Data during the period during which Customer is permitted to use the Pre-GA Offering ("Pre-GA Term"), but that Customer Test Data will be deleted upon expiration of the Term in accordance with Section 6.2 (Return or Deletion When Term Ends) of the CDPA;
  3. (iii) Unless stated otherwise in Specific Test Terms: (A) information about Subprocessors (as defined in the CDPA) engaged in relation to Pre-GA Offerings, including their functions and locations, will be made available in writing by Google upon request from Customer; and (B) Google will inform Customer of the engagement during the Pre-GA Term of any new third party Subprocessor engaged by Google in relation to Pre-GA Offerings (including the name and location of the Subprocessor and its activities) by sending an email to the Notification Email Address before the Subprocessor starts processing any Customer Test Data. Customer may, as its sole and exclusive remedy if Customer objects to the Subprocessor, cease using the applicable Pre-GA Offering.
4. (c) No Data Location or Access Transparency. Customer Test Data processed under this Section 6 will not be subject to any data location or access transparency requirements

(as described at <https://cloud.google.com/access-transparency/> and <https://workspace.google.com/terms/service-terms>).

5. (d) Use Restriction for Government Customers. Unless authorized in writing by Google, the following customers may only use test or experimental data with Pre-GA Offerings and are prohibited from using any "live" or production data in connection with Pre-GA Offerings: U.S. or other government customers, including federal, national, state, provincial, or local government or regulatory entities or agencies and excluding customers that are educational institutions.
  6. (e) Use Restriction for Protected Health Information. Customer may not use Pre-GA Offerings to process Protected Health Information as defined in HIPAA.
  7. (f) Feedback. Customer may provide feedback and suggestions about the Pre-GA Offerings to Google, and Google and its Affiliates may use any feedback or suggestions provided without restriction and without obligation to Customer.
2. 6.2 Change, Suspension, or Discontinuance. Pre-GA Offerings (including any of their features) may be changed, suspended or discontinued at any time without prior notice to Customer. Google may also choose not to release Pre-GA Offerings (including any of their features) into general availability.
  3. 6.3 Exclusions and Limitations of Liability. **PRE-GA OFFERINGS ARE PROVIDED 'AS IS', WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND ARE NOT COVERED BY ANY SLA OR GOOGLE INDEMNITY, INCLUDING WITH RESPECT TO ALLEGATIONS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Unless otherwise indicated in Specific Test Terms for a given Pre-GA Offering, (i) Pre-GA Offerings are not covered by TSS; and (ii) Google will not be liable for any amounts in excess of the lesser of (A) the limitation on the amount of liability stated in the Agreement or (B) \$25,000.** Nothing in the preceding sentence will affect exclusions from any limitation of liability in the Agreement with respect to the following: (1) death or personal injury resulting from negligence, (2) fraud or fraudulent misrepresentation, (3) infringement of the other party's Intellectual Property Rights, or (4) matters for which liability cannot be excluded or limited under applicable law.
  4. 6.4 Termination. Google may terminate Customer's use of a Pre-GA Offering at any time with written notice to Customer, including to allow other customers to use that Pre-GA Offering.
7. **7. Verification Using Domain Email Address**. The following additional terms apply only when a Domain Email Address (rather than a Domain Name) is verified to use the Services:
    1. 7.1 Inviting End Users. Customer may invite other users with a Domain Email Address to use the Services. If those users accept

Customer's invitation to use the Services, they will be considered Customer's End Users under the Agreement.

2. 7.2 Domain Name Verification.

1. (a) Any person or entity may verify the Domain Name corresponding to the Domain Email Address at any time ("Verifying Party").
2. (b) The Verifying Party will take ownership and control of End User Accounts corresponding with the Domain Name and all associated data within such End User Accounts immediately after verifying the Domain Name.
3. (c) Customer and all End Users will be notified when the Domain Name is verified.
4. (d) Administration After Domain Name Verification. The Verifying Party will be able to do the following with respect to Customer's Account and all such End User Accounts: (i) access, monitor, use, modify, withhold, or disclose Customer Data; (ii) control account settings (including changing account passwords); (iii) control access to and use of the Services; (iv) restrict ability to access information or settings; (v) restrict the ability to disassociate Customer's Account and all End User Account (including Customer Data and data within Customer's Account and all End User Account) from Verifying Party; (vi) remove or disable any Services, Additional Products or other services/products enabled, used, downloaded, or installed using Customer's Account or any End User Account corresponding with the Domain Name; and (vii) suspend or terminate use of the Services.

3. 7.3 Data Deletion. In a manner consistent with the functionality and administration of the Services, and unless use of the Services has been Suspended in accordance with the Agreement, at any time before the Verifying Party takes ownership and control of Domain Name and all associated End User Accounts (including Customer's Account), Customer or its End Users can delete or export Customer Data and/or delete its End User Account(s). After the Verifying Party takes ownership and control of Domain Name and all associated End User Accounts (including Customer's Account), Customer or its End Users may not be able to delete End User Account(s) and may not be able to delete or export any Customer Data depending on the administration of the Services.

4. 7.4 Data Processing Instruction. If no action to delete or export any Customer Data before the Verifying Party takes ownership and control of Domain Name and all associated End User Accounts (including Customer's Account), then, notwithstanding any term to the contrary in the CDPA (if applicable), Customer acknowledges that these Service Specific Terms form part of the Agreement and, as such, document Customer's specific instructions to Google to: (a) retain after termination of the Agreement as described in Section 7.6 (Termination After Domain Verification) all Customer

Data that has not been deleted by Customer prior to such termination; and (b) make all such retained Customer Data available to the Verifying Party.

5. **7.5 Consent to Administration**. Where applicable, Customer agrees to allow: (a) the Verifying Party to have the access and capabilities described in the Agreement; and (b) Google to provide the Verifying Party with the access and capabilities described in the Agreement.
6. **7.6 Termination After Domain Verification**. Where the Verifying Party is a third party, this Agreement will automatically terminate when the Verifying Party takes ownership and control of the Domain Name and all associated End User Accounts (including Customer's Account). For clarity, this section does not affect any end user rights which may be granted by the Verifying Party under its own (separate) Google Workspace agreement.
7. **7.7 Services Limitations**. Some Services, features and functionality, may not be available unless and until the Domain Name is verified.
8. **8. Google Telephony Services**. The following terms apply only to (i) Google Voice and (ii) use of Google Meet to perform outbound dialing and accept inbound calls ("Google Meet Telephony"), as applicable (and for the purposes of this Section 8, Google Voice and Google Meet Telephony are collectively referred to as "Google Telephony Services"). THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT EMERGENCY SERVICES LIMITATIONS. PLEASE READ CAREFULLY:
  1. **8.1 Google Telephony Services Parties and Contract Structure**.
    1. (a) Google Telephony Services Provider. Subject to Section 8.1(d), the applicable Google Affiliate listed in the applicable Service and Telephony Provider List (such Affiliate in each case, the "Google Telephony Service Provider" or "GTSP") will provide the applicable Google Telephony Services to Customer, as described in Section 8.1(b) (Google Telephony Agreement Structure).
    2. (b) Google Telephony Agreement Structure. Subject to Section 8.1(d) and in relation only to the applicable Google Telephony Services, the Google Workspace Entity is a duly authorised agent of GTSP and contracts on behalf of GTSP. Accordingly:
      1. (i) If Customer chooses to order any Google Telephony Services in addition to the other Services ordered by Customer under the Agreement, this Section 8.1 together with the other terms of the Agreement (including the CDPA and all limitations of liability) will form a separate agreement (the "Google Telephony Agreement") entered into by the applicable GTSP (via the Google Workspace Entity as its duly authorised agent) and Customer with respect to such Google Telephony Services only, subject to the remaining terms of this Section 8.1.
      2. (ii) The Google Telephony Agreement will take effect as of the effective date of Customer's initial order of

Google Telephony Services and, subject to earlier termination in accordance with its terms, will continue until the earliest to occur of (A) termination of the Google Telephony Agreement in accordance with its terms; or (B) termination or expiration of the Agreement. The Google Telephony Agreement will supersede the Agreement only with respect to the Google Telephony Services.

3. (iii) For the purposes of the Google Telephony Agreement, all references (excluding those in the Services Summary and this Section 8 of these Service Specific Terms) to "Agreement" are replaced with "Google Telephony Agreement"; to the entity "Google" are replaced with "GTSP"; and to "Services" or "Core Services" are replaced with "Google Telephony Services."
  4. (iv) Customer may enforce rights and benefits under the Google Telephony Agreement against GTSP only, not the Google Workspace Entity, and will owe obligations under the Google Telephony Agreement (including obligations to pay all applicable Fees) to GTSP only, not the Google Workspace Entity.
  5. (v) Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Section 8.1 and any other term of the Google Telephony Agreement (including the "Conflicting Terms" section of the Agreement and the "Precedence" section of the CDPA), the terms of this Section 8.1 will prevail.
  6. (vi) Either party may terminate the Google Telephony Agreement separately from the Agreement as set out in the "Term and Termination" section of the Agreement. If Customer terminates its use of Google Voice as described in Section 8.10 (Termination of Google Voice by Customer), such termination will automatically terminate the Google Telephony Agreement.
3. (c) Regional Terms. The Regional Terms are incorporated into the Google Telephony Agreement and apply to the extent an End User uses Google Voice in a country described in the Regional Terms.
  4. (d) Applicability. For Customers with a billing address in Canada, France, or Italy: (i) Section 8.1(a) (Google Telephony Services Provider) and Section 8.1(b) (Google Telephony Agreement Structure) do not apply with respect to Google Voice; (ii) Google will provide Google Voice to Customer; and (iii) with respect to Google Voice, all references to the "Google Telephony Service Provider" or "GTSP" in these Service Specific Terms mean Google.

## 2. 8.2 Provision of Google Telephony Services.

### 1. (a) Data Use.

1. (i) Data Collection and Use. GTSP will collect and use Customer Data in accordance with the Google Telephony Services Privacy Disclosure provided at [https://workspace.google.com/terms/service-terms/voice/privacy\\_disclosure.html](https://workspace.google.com/terms/service-terms/voice/privacy_disclosure.html).
2. (ii) Subscriber Directory. GTSP will not provide Customer's or its End Users' Google Voice numbers to directory services unless requested to do so by Customer or otherwise required by law.

### 2. (b) Telephony Providers.

1. (i) Affiliate Providers. GTSP may use its Affiliates to provide Google Telephony Services as described in the Service and Telephony Provider List.
2. (ii) Non-Affiliate Telephony Providers. GTSP and its Affiliates use non-Google third party subcontractors ("Telephony Providers") to route inbound and outbound telephone calls, as applicable, via the public switched telephone network (PSTN). Telephony Providers and their locations are identified in the Service and Telephony Provider List. By using Google Telephony Services, Customer instructs GTSP to engage, and to have its Affiliates engage, Telephony Providers to:
  1. (1) route outbound and inbound telephone calls, as applicable; and
  2. (2) process Customer Data as independent controllers in the countries in which they are located:
    1. a) to the minimum extent required for such routing; and
    2. b) in accordance with applicable laws (including European data protection laws and telecommunications regulations).

3. For clarity, Telephony Providers are not Subprocessors (as defined in the CDPA).

## 3. 8.3 Additional Payment Terms.

1. (a) Google Telephony Services Invoices. Applicable Fees and other costs arising from Customer's or End Users' use of Google Telephony Services are invoiced separately from other Google Workspace Services, and are subject to the payment terms of the Google Telephony Agreement.
2. (b) Calling Rates. In addition to the Fees, Customer will pay GTSP for calls based on usage, if applicable. These usage costs are calculated using the then-current applicable Calling Rates.



3. (c) Taxes. Notwithstanding anything to the contrary in the Google Telephony Agreement, Customer will pay applicable Taxes regardless of any tax exemption certificates. Invoiced Taxes may include Taxes associated with an End User's use of Google Telephony Services outside of the country in which the End User is using Google Telephony Services.
4. 8.4 Google Voice Requirements; GTSP Disclaimer.
  1. (a) Google Voice Requirements. **This Section 8.4(a) applies only to Google Voice and NOT to Google Meet Telephony.** Use of Google Voice may require a separate broadband or mobile data connection and an End User device compatible with certain minimum technical requirements. GTSP will make available to Customer a description of any minimum device requirements. Out-of-country or other roaming usage of Google Voice may incur higher costs to End Users from their mobile network operators.
  2. (b) GTSP Disclaimer. GTSP is not responsible for any disruption or failure of Google Telephony Services due to delays, outages, or disruptions in: (i) Customer's data connection, (ii) Telephony Providers' networks, or (iii) the operation of Customer or End User devices. Using Google Telephony Services on mobile devices may use End Users' voice or data allowances purchased from their mobile network operators.
5. 8.5 Google Voice Capabilities. **This Section 8.5 applies only to Google Voice and NOT to Google Meet Telephony.**
  1. (a) Number Assignment and Availability. Where Google Voice permits assignment of phone numbers, the following will apply:
    1. (i) number activation may require collection by GTSP of information required by applicable telecommunications regulations, including Customer's service address and tax ID;
    2. (ii) in some countries, the service address must match the area covered by the number to be assigned;
    3. (iii) number activation may not be instantaneous upon request; and
    4. (iv) inactive numbers may be removed from Customer's account.
  2. (b) Number Porting. Customer may port existing numbers from other service providers to Google Voice, to the extent Google Voice offers number assignment, and may request that assigned phone numbers be released to another service provider, subject to Sections 8.5(b)(i)-(iv) below.
    1. (i) Inbound Porting. To transfer a number from another service provider, Customer must follow the process described at [support.google.com/a/go/voice-porting](https://support.google.com/a/go/voice-porting), as that

site may be updated from time to time. Customer may only port in numbers to an active account. Inbound number porting may not be available in all locations where Google Voice is offered.

2. (ii) Outbound Porting. To transfer an assigned number to another service provider, Customer must follow that service provider's porting process. GTSP will process the porting request upon notification from Customer's new service provider that Customer has submitted a porting request. GTSP is not responsible for any delays or disruptions in service caused by the number port out process, inaccurate or erroneous porting requests made by Customer or Customer's new service provider, or fraudulent porting requests made by third parties.
3. (iii) Customer Obligations. Customer is responsible for (A) the accuracy of information provided to GTSP associated with a porting request; (B) fees associated with porting a number, including fees associated with remaining numbers and plans; and (C) any Fees owed to GTSP associated with a number up to when the number is successfully ported, to the extent permitted by applicable laws.
4. (iv) Service Termination. GTSP may release any Google Voice number after termination or expiration of the applicable End User license if Customer does not port the number to another service provider prior to such termination or expiration.
3. (c) Caller ID. Google Voice allows the display of Customer's Google Voice number on receiving devices where technically possible. End Users may suppress the display of the number permanently or on a call by call basis. For technical reasons, GTSP may not be able to suppress Google Voice numbers in all cases, including calls to Emergency Numbers.
4. (d) Number Blocking. Upon Customer request, GTSP will block or unblock the use of Google Voice to call specific numbers, number ranges, or types of numbers (including value-added services) to the extent technically feasible.
5. (e) Call Recording. Google Voice may allow End Users to record individual telephone conversations. Customer agrees not to, and not to allow its End Users to, record telephone conversations without consent if such consent is required by applicable laws and regulations.
6. 8.6 Google Telephony Services Limitations. Google Telephony Services may not:
  1. (a) include operator assisted dialing and calls to short codes (additional fees may apply for these calls);
  2. (b) support "collect" or "chargeback" calls; or

3. (c) support calls or connections to certain numbers, including, as an example, premium rate numbers.
7. **8.7 Google Voice Use Restriction. This Section 8.7 applies only to Google Voice and NOT to Google Meet Telephony.** Customer will not sub-assign numbers to, provide access to, or otherwise enable use of Google Voice by, individuals under the age of legal consent as determined by the applicable laws of the relevant jurisdiction. GTSP may suspend or permanently disable any accounts that are used by or provisioned to such individuals.
8. **8.8 Emergency Services. Subsection 8.8(a) applies only to Google Meet Telephony and NOT to Google Voice. All other subsections ((b) - (f)) of Section 8.8 apply only to Google Voice and NOT to Google Meet Telephony.**
  1. (a) One-way Dialing. Dialing to emergency services is not available for one-way dialing features of Google Meet Telephony. End Users will not be able to place or receive emergency services calls. Customer is responsible for ensuring that End Users have access to an alternative means of dialing emergency services.
  2. (b) Two-way Dialing. Dialing to emergency services is supported by Google Voice. IP-based telephony emergency dialing services have certain limitations when compared to traditional emergency dialing and will function differently from traditional emergency dialing. The following provisions describe those limitations and differences; additional country-specific limitations are described in the Regional Terms. Customer hereby acknowledges and accepts the differences between traditional telephone services and IP-based telephony calls with respect to calls made to emergency services, as described herein:
    1. (i) Description of Emergency Dialing Service. End Users of the two-way dialing features of Google Voice are capable of calling and receiving calls from emergency services free of charge. Emergency services vary depending on End User location. When an End User calls emergency services, GTSP will provide to emergency response operators the End User's phone number and address that Customer has provided to Google (see Section 8.8(d) (Customer Obligations) below). End Users may need to confirm their physical location and call-back number because the emergency operator may not have this information.
    2. (ii) Limitations on Emergency Dialing Service. The following limitations apply to the availability of the Google Voice emergency dialing service: (A) the service may not be available in the event of an Internet or power outage or disruption; (B) emergency calls may take longer to connect to the Public Safety

Answering Point than traditional emergency services dialing, may produce a busy signal or may not connect; (C) emergency calls may correctly connect to the PSAP, but the End User's phone number or location may not automatically be transmitted and the emergency services operator may not be able to call back; (D) emergency calls made while roaming may be routed to the local PSAP associated with the End User's registered address (Customer will advise End Users to use their native dialer while roaming); (E) deaf, hard of hearing, or speech impaired End Users should call local emergency services directly using TTY or a telecommunications relay service, instead of 711 or a local equivalent; (F) if End Users have multiple devices associated with their account number (i) return calls from the PSAP may not ring each associated device, and (ii) the emergency operator may see a phone number that is different from the End User's personal phone number; (G) if the End User has disabled incoming calls, the PSAP may not be able to call back; (H) if a call fails using Google Voice, End Users may be directed to complete emergency calls using the native dialer on their devices; and (I) emergency calling is not available through this calling service if (i) using the inbound-only Google Voice service, or (ii) calls are directed through the voice network of the user's mobile carrier, when using the native dialer of the End User's device. In Canada and certain other locations, the number and location provided by the emergency caller must be verbally provided by Google's emergency operator to the appropriate PSAP; if, however, the caller is unable to provide their location to the operator, the caller will be routed to the PSAP that services the caller's registered address.

3. (c) Texting to Emergency Services. Texting to emergency services may not be supported by Google Voice. Any text-to-emergency-services feature made available through Google Voice may not be supported over a Wi-Fi network.
4. (d) Customer Obligations. With respect to Section 8.8(b) (Two-way Dialing), Customer is responsible for the following:
  - (i) ensuring that the address registered within Google Voice for each End User is the current physical address where the End User will use Google Voice (failure to provide current addresses may cause the wrong emergency response center to be contacted, and delay emergency response to End Users);
  - (ii) informing End Users that their physical addresses will be shared with Telephony Providers;
  - (iii) informing End Users that they may need to provide their physical location

- and call-back number to the PSAP, once connected; (iv) ensuring that End Users have access to an alternative means of calling emergency services; and (v) informing End Users of the limitations of the emergency dialing services (Customer may download and print a warning label to affix to all devices that may be used to access Google Voice at [support.google.com/voice/go/emergency-services](https://support.google.com/voice/go/emergency-services)).
5. (e) Emergency Alerts. Emergency alerts may not be received via Google Voice if devices are set to Wi-Fi only mode, or cellular service is not available.
  6. (f) Disclaimer of Emergency Services Liability. To the fullest extent permitted by law, neither GTSP nor any of its Affiliates will have any liability under the Google Telephony Agreement (whether in contract, tort (including negligence) or otherwise) for damages of any type (including direct and indirect damages) arising under or in connection with the use or attempted use of Google Voice to access emergency services, including but not limited to any inability to access such services, any delays in emergency service response, conduct of emergency services response centers or operators, or inaccuracy of information provided to emergency services by Telephony Providers or other third parties engaged by GTSP or its Affiliates to facilitate the provision of emergency services access.
9. 8.9 Suspension. In addition to the suspension rights described in the Google Telephony Agreement, GTSP may block incoming and outgoing Google Telephony Services calls or messages if GTSP reasonably determines that Customer or any End User has used Google Telephony Services to engage in the following prohibited activities:
1. (a) generating or facilitating bulk or automated messages, or unsolicited commercial messages; or
  2. (b) inflating call traffic (e.g., traffic pumping, international revenue share fraud).
10. 8.10 Termination of Google Voice by Customer. **This Section 8.10 applies only to Google Voice and NOT to Google Meet Telephony.** In addition to any other termination rights, Customer may terminate its use of Google Voice at any time by providing written notice to GTSP. Customer must cease use of Google Voice immediately upon termination.
11. 8.11 Additional Definitions.
1. "Calling Rates" are the then-current dialing rates described at (i) for Google Voice, <https://voice.google.com/rates>, and (ii) for Google Meet Telephony, <https://meet.google.com/u/0/tel/rates>.
  2. "End User" includes, (i) for the purposes of Google Voice, potential users who may be present at the physical location where a device connected to Google Voice is located and made available for use; and (ii) for the purposes of Google

Meet, potential users who may use the Google Meet Telephony services to dial into or out of Google Meet meetings.

3. "Fees" includes, with respect to Google Voice, the fees described at <https://workspace.google.com/products/voice>.
4. "Google Workspace Entity" is the Google entity with which Customer contracts for other Google Workspace Services, as defined in the Agreement.
5. "Public Safety Answering Point" or "PSAP" means the applicable public safety answering point based on an End User's registered location.
6. "Regional Terms" means the terms described at [https://workspace.google.com/terms/service-terms/voice/regional\\_terms.html](https://workspace.google.com/terms/service-terms/voice/regional_terms.html).
7. "Telephony Provider" has the meaning given in Section 8.2(b) (Telephony Providers) of these Service Specific Terms.
8. "Service and Telephony Provider List" means the then-current list of Service and Telephony Providers at (i) for Google Voice, <https://workspace.google.com/terms/service-terms/voice/providers.html>, and (ii) for Google Meet Telephony, <https://workspace.google.com/terms/service-terms/meet-telephony/providers.html>.

\*If an offline document refers to "Google Voice Service Provider" or "GVSP," those references are deemed to be "Google Telephony Services Provider" or "GTSP" as used in these Service Specific Terms and the Google Telephony Agreement.

1. **9. Google SIP Link.** Google SIP Link is available in the countries where Google Voice is available (as described at <https://support.google.com/a/answer/9206529> or a successor URL) and in the countries listed at <https://support.google.com/a?p=sipcountries> (or a successor URL). Customer may use Google SIP Link to make calls with Google Voice using Customer's systems integrator, carrier, or other partner who provides telephone service to Customer independent of Google Voice ("SIP Provider"), even if Customer has not purchased Google Voice. The following terms apply to Customer's use of Google SIP Link:
  1. (a) Porting phone numbers to Customer's SIP Provider must be effectuated by the SIP Provider.
  2. (b) Customer acknowledges and agrees that Google may place calls to Customer to validate Customer's trunk configuration or verify number ownership. Customer consents to receiving any such calls, including from an automated system.
  3. (c) Customer is responsible for ensuring that any calls to emergency services made by a Google SIP Link user will be routed via the SIP Provider. Further, Customer must make any updates to its location or address for the purposes of emergency services through the SIP Provider.
  4. (d) For clarity, SIP Providers are not Subprocessors (as defined in the Cloud Data Processing Addendum).

1. 10. **Google Drive.** The following terms apply only to Drive:

1. 10.1 Use of Google Drive for Content Distribution. Google Drive is not intended for use as a content distribution network and Google may restrict Google Drive usage and access if Google, in its reasonable discretion, determines that Google Drive is being used in violation of the AUP or for infringing, unlawful or bulk distribution of content including videos. Any Google Drive-hosted video that is shared publicly outside of Customer's domain must comply with YouTube Community Guidelines (available at <https://www.youtube.com/howyoutubeworks/policies/community-guidelines/> or a successor URL).

1. 11. **AppSheet.** The following terms apply only to AppSheet:

1. 11.1 Agreement Application. The Agreement, including these Service Specific Terms, will only apply to Customer's use of AppSheet with respect to End Users who access AppSheet via their End User Accounts and will not apply with respect to any AppSheet plan purchased on <https://www.appsheet.com>.

2. 11.2 Administration of AppSheet. If Customer's AppSheet plan includes additional management controls (as described at <https://about.appsheet.com/pricing/>), additional controls for the management and administration of AppSheet will be available to specifically designated Administrators for AppSheet.

3. 11.3 Payment Terms. The definition of "Prices" is amended to mean the then-current applicable prices at <https://solutions.appsheet.com/pricing>, unless otherwise agreed in an addendum or Order Form.

4. 11.4 Data Sources. Customer's use of Data Sources in connection with the Services is subject to and governed by the terms of service between Customer and the applicable Data Source provider.

5. 11.5 AppSheet Software. Google may make AppSheet Software (which may include third-party software) available to Customer. Google grants Customer a royalty-free (unless otherwise stated by Google), non-exclusive, non-transferable license during the Term to reproduce and use the AppSheet Software for the purposes of making a Customer Application available to End Users, and may impose additional licensing restrictions with notice to Customer. Any export, reexport, transfer, or use by Customer of the AppSheet Software is subject to this Agreement (including the restrictions and compliance obligations it imposes with respect to use of the Services, all of which will apply to the AppSheet Software), and may also be subject to third-party license terms and requirements under Export Control Laws. As between the parties, Google retains all Intellectual Property Rights in the AppSheet Software. Each party represents and warrants that it will comply with all laws and regulations applicable to its provision or use of the AppSheet Software, as applicable. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, THE APPSHEET SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND.

6. 11.6 Non-paid Versions.

1. (a) Limitations. Non-paid versions of AppSheet are subject to limitations and are not eligible for TSS, and certain features of AppSheet may not be available for non-paid versions. Google's indemnification obligations do not apply to use of AppSheet under non-paid versions.
2. (b) Termination for Inactivity. Google reserves the right to terminate the provision of a non-paid version of AppSheet for an End User upon 30 days' advance notice to the End User if for a period of 60 days (a) the End User has not accessed AppSheet or (b) there has been no activity on any Customer Application of the End User.
7. 11.7 Discontinuation of AppSheet. Google will notify Customer at least 12 months before discontinuing the AppSheet (or associated material functionality) unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality. Nothing in this Section 11.7 (Discontinuation of AppSheet) limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden.
8. 11.8 Technical Support.
  1. (a) Definitions. The definition of "Google Workspace Technical Support Services Guidelines" or "TSS Guidelines" is amended to mean the then-current AppSheet support service guidelines at <https://www.appsheet.com/Home/TSSG>
  2. (b) Customer Applications. Customer is responsible for the technical support of its Customer Applications.
9. 11.9 Data Processing. The Cloud Data Processing Addendum is amended as follows:
  1. (a) Data Center Location Information Under Section 10.6 (Data Center Location Information) of the Cloud Data Processing Addendum both subsections a. and b. apply to AppSheet.
  2. (b) Server Operating Systems. The paragraph titled "Server Operating Systems" in Section 1(a) of Appendix 2 of the Cloud Data Processing Addendum is deleted and replaced with the following:

*Server Operating Systems*. Google servers use a Linux based implementation customized for the application environment. 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.

10.11.10 Additional Definitions.

1. "AppSheet Software" means any downloadable tools, software development kits, or other such computer software provided by Google in connection with AppSheet, and any updates Google may make to such AppSheet Software from time to time.
2. "Customer Application" means a software program that Customer creates or hosts using AppSheet.
3. "Data Source" means the Google or third party data sources described at <https://www.appsheet.com/Home/StartWithData>.



1. **12. User Experience Research.** If Customer enrolls in the Google Cloud User Experience Research Program for Google Workspace, Customer's participation will be subject to the Google Cloud User Experience Research Panel Addendum available at <https://cloud.google.com/terms/user-experience-research>.
  
1. **13. Client-Side encryption.** Google is not responsible for any aspect of the external encryption key management service chosen by Customer. Customer bears sole responsibility for that service, including all encryption keys generated by such key management service for use with Client-side encryption. Notwithstanding any term to the contrary in the CDPA, Google will be unable to recover any encryption key or any Customer Data encrypted by that encryption key if the encryption key is lost, stolen, or corrupted. Client-side encryption will become entirely unavailable for all applicable Services if the external key management service is interrupted or becomes inaccessible.
  
1. **14. Regional Terms.**
  1. **14.1 Japan.** If Customer's billing address is in Japan, then Gmail, Chat, and Meet will be provided by Google Connect Asia Pacific Pte. Ltd. ("GCAP"), although invoices will still be sent by Google Asia Pacific Pte. Ltd. In relation only to the foregoing Services, Google Asia Pacific Pte. Ltd. is a duly authorised agent of GCAP and contracts on behalf of GCAP.
  2. **14.2 France.** Customer will comply with France's General Security Policy for Health Information Systems (PGSSI-S) to the extent applicable.

## **Previous Versions**

May 3, 2023

## Services Summary

Unless otherwise stated, the Google Workspace (formerly known as G Suite) services below are covered by the Google Workspace Services Schedule to the Google Cloud Master Agreement or other agreement under which Google agrees to provide the relevant services ("Google Workspace Agreement"). Certain services or editions below may be subject to Service Specific Terms that can be found at <https://workspace.google.com/terms/service-terms/>.

### Google Workspace Services:

#### Core Services

- "Client-Side Encryption" is a feature that allows an organization to use its own encryption keys to encrypt the applicable Customer Data input into certain Core Services, as described at <https://support.google.com/a/answer/10741897> or a successor URL.
- "Cloud Identity Services" are the services described at <https://cloud.google.com/terms/identity/user-features.html> or a successor URL.
- "Currents" is a web-based service that allows End Users to share links, videos, pictures, and other content with others within the same Google Workspace domain, and to view and interact with content shared with them by others within that same domain. End Users can also create and join communities to have conversations with others within the same domain who share their interests. If Currents is used to share content or interact with others outside the End User's Google Workspace domain, Currents will not be included in the Core Services to the extent of such use.
- "Enterprise Data Regions" is a web-based tool that allows Administrators to apply data region policy settings to certain regions for all or a selected subset of End Users for certain primary data-at-rest (including backups) within Customer Data, as described at <https://support.google.com/a/answer/9223653>.
- "Gmail" is a web-based e-mail service that allows an organization to run its e-mail system using Google's systems. It provides the capability to access an End User's inbox from a supported web browser, read mail, compose, reply to, and forward mail, search mail, and manage mail through labels. It provides filtering for spam and viruses, and allows Administrators to create rules for handling messages containing specific content and file attachments or routing messages to other mail servers. Rules can be set up by group or the Customer (all domains).
- "Google Calendar" is a web-based service for managing personal, corporate/organizational, and team calendars. It provides an interface for End Users to view their calendars, schedule meetings with other End Users, see availability information for other End Users, and schedule rooms and resources.
- "Google Cloud Search" is a web-based service that provides End Users with search and assist capabilities for content within certain Core Services for Google Workspace and third party data sources (as applicable). Google Cloud Search also provides End Users with useful and actionable information and recommendations.

- "Google Contacts" is a web-based service that allows End Users to import, store, and view contact information, and create personal groups of contacts that can be used to email many people at once.
- "Google Docs," "Google Sheets," "Google Slides," and "Google Forms" are web-based services that enable End Users to create, edit, share, collaborate, draw, export, and embed content on documents, spreadsheets, presentations, and forms.
- "Google Drive" provides web-based tools enabling End Users to store, transfer, and share files, and view videos.
- "Google Groups for Business" is a web-based service that allows End Users and website owners to create and manage collaborative groups. End Users can have email discussions and share documents, calendars, sites, and folders with the members of a group. They also have the ability to view and search group discussion archives. Google Groups for Business is not available for Customers of Google Workspace (Free).
- "Google Chat" and "Google Meet" are web-based services that allow for real time communication between End Users. Google Chat provides an enhanced chat messaging and group collaboration platform that allows content integrations with select third-party services. Google Meet provides enhanced small-scale and large capacity video meetings, including dial-out and dial-in calling (carrier fees may apply). Google Workspace Business Standard, Google Workspace Business Plus, and Google Workspace Enterprise Customers may enable meeting recordings with Google Meet. Google Meet recording usage is limited to 80 hours retained per End User averaged across all in-domain users with Google Workspace Enterprise licenses. Administrators can choose which services are enabled for the domain. Calling in Google Meet is provided by the entities listed at the following URL: <https://workspace.google.com/terms/service-terms/meet-telephony/providers.html>. Emergency calling is not supported for Google Meet calling features.
- "Google Jamboard" is a web-based service that allows End Users to create, edit, share, collaborate, draw, export, and embed content within a document.
- "Google Keep" is a web-based service that enables End Users to create, edit, share, and collaborate on notes, lists, and drawings.
- "Google SIP Link" allows Customer to connect their carrier service to Google Voice functionality through Customer's own third party Session Border Controller and carrier trunk, but is provided separately from (and does not require the purchase of) Google Voice. Google SIP Link enables Customer to use Google Voice's enhanced software features, such as voicemail transcription, ring groups, and call forwarding, while maintaining Customer's existing carrier relationship and internal telephony routing equipment and solutions. Google SIP Link is only available in countries listed at <https://support.google.com/a?p=sipcountries> or a successor URL. Additional fees apply to use of Google SIP Link.
- "Google Sites" allows an End User to create a site through a web-based tool, and then share the site with a group of other End Users or publish the site to the entire company or the world. The site owner can choose who can edit a site and who can view the site.
- "Google Tasks" is a web-based service that enables End Users to create, edit and manage their tasks.

- "Google Vault" is a web-based service that provides search and export capabilities for Google Drive and Gmail. For Gmail, Google Vault provides Customers with the ability to search across the entire domain, to archive data and create retention and disposition rules based on content, and eDiscovery capabilities which allow a Customer to create matters and preserve this data for legal hold purposes. Customers must continue to use/purchase Google Vault for Google to retain archived data. If Gmail is enabled for an End User account, that user's on the record Google Chat history can be searched, exported, retained, and preserved.
- "Google Voice" is an admin-managed IP-based telephony service. It allows Customers to assign and manage phone numbers for use by End Users in their organization. End Users can make and receive calls using their assigned numbers; additional functionalities are also available for use in connection with inbound and outbound calling, including the dialing of emergency numbers for End Users using two-way dialing. Google Voice is provided by Google Affiliates as described in the Google Voice Service Specific Terms. Google Voice is only available in countries listed at <https://support.google.com/a/answer/9206529> or a successor URL. Additional fees apply to use of Google Voice.
- "Google Workspace Assured Controls" allows Customers to geographically limit Google support actions related to their Customer Data.
- "Google Workspace Migrate" is an admin-managed on-premise service for migrating End User data to Customer's Google Workspace Account.
- "Meet Global Dialing" supports expanded dial-in and dial-out calling in Google Meet video meetings.
- "Workspace Additional Storage" allows Customers to increase their total amount of pooled storage available.
- "Workspace Add-Ons" are, collectively, Google SIP Link, Google Voice, Google Workspace Assured Controls, Workspace Additional Storage, Meet Global Dialing, and Enterprise Data Regions.
- Search and intelligence features enable enhanced search and retrieval across all services, providing cross-product content search and automatic categorization of content for use in active services.

### **Other Services**

- "AppSheet" is a web-based platform, generally available at <https://www.appsheet.com>, that allows organizations to create and host applications without the need to write complicated or excessive code. For resellers, distributors, or suppliers of the Services, AppSheet is a Restricted Service under the Google Cloud Partner Advantage program.

### **Google Workspace Editions / SKUs:**

Information about storage provided under each Google Workspace edition / SKU is available at [https://support.google.com/a?p=storage\\_by\\_edition](https://support.google.com/a?p=storage_by_edition). For Customers using a Google Workspace Business edition with an email-verified offering, certain Core Services (including Gmail and Google Calendar, and Google Vault for Google Workspace Business Plus), security features, and functionality may not be available unless the

Administrator's domain name corresponding to the domain email address is verified. Additional information is available at <https://support.google.com/a?p=gws-verification>.

### **G Suite Basic**

- "G Suite Basic" is an edition of Google Workspace comprised of all of the Google Workspace Services except Client-Side Encryption, Google Vault, Google Cloud Search, Google Workspace Migrate, and the Workspace Add-Ons.

### **G Suite Business**

- "G Suite Business" is an edition of Google Workspace comprised of all the Google Workspace Services except Client-Side Encryption and the Workspace Add-Ons (other than Enterprise Data Regions, which is included).

### **Google Workspace Business Starter**

- "Google Workspace Business Starter" is an edition of Google Workspace comprised of all of the Google Workspace Services except Client-Side Encryption, Google Vault, Google Cloud Search, Google Workspace Migrate, and the Workspace Add-Ons. Google Workspace Business Starter Customers are limited to a maximum of 300 End Users.

### **Google Workspace Business Standard**

- "Google Workspace Business Standard" is an edition of Google Workspace comprised of all the Google Workspace Services except Client-Side Encryption, Google Vault, Google Cloud Search, and the Workspace Add-Ons. Google Workspace Business Standard Customers are limited to a maximum of 300 End Users.

### **Google Workspace Business Plus**

- "Google Workspace Business Plus" is an edition of Google Workspace comprised of all the Google Workspace Services except Client-Side Encryption, Google Cloud Search, and the Workspace Add-Ons. Google Workspace Business Plus Customers are limited to a maximum of 300 End Users.

### **Google Workspace Enterprise Starter**

- "Google Workspace Enterprise Starter" is an edition of Google Workspace comprised of all the Google Workspace Services except Client-Side Encryption, Google Vault, Google Cloud Search, and the Workspace Add-Ons.

### **Google Workspace Enterprise Standard**

- "Google Workspace Enterprise Standard" is an edition of Google Workspace comprised of all the Google Workspace Services except Client-Side Encryption, Google Cloud Search, and the Workspace Add-Ons. Google Workspace Enterprise Standard also includes data loss prevention functionality for Gmail

and Google Drive, and certain enhanced security and control features for Administrators (not including the Google Workspace Security Center, as described at <https://support.google.com/a/answer/7492003?hl=en>). Google Workspace Enterprise Standard will also allow for additional Gmail integration with other Google products, certain third-party archiving tools, and third-party OAuth applications.

### **Google Workspace Enterprise Plus (prior edition: G Suite Enterprise)**

- "Google Workspace Enterprise Plus" is an edition of Google Workspace comprised of all the Google Workspace Services except the Workspace Add-Ons (other than Enterprise Data Regions, which is included). Google Workspace Enterprise Plus also includes data loss prevention functionality for Gmail and Google Drive, additional search and assist capabilities for content within third party data sources (which are only available to customers with at least 500 End User licenses), enhanced security and control features for Administrators (including the Google Workspace Security Center, as described at <https://support.google.com/a/answer/7492003?hl=en>), and AppSheet Core (as described below). If a customer wishes to implement a trial, proof of concept evaluation, or deployment of third party data indexing in Cloud Search, then that customer must do so via a Cloud Search certified partner. Google Workspace Enterprise Plus will also allow for additional Gmail integration with other Google products, certain third-party archiving tools, and third-party OAuth applications.

### **Google Workspace for Education**

- Google Workspace for Education editions are exclusively limited to institutions that meet certain eligibility requirements (as described at <https://support.google.com/a/answer/134628?sjid=2330997381971410080-NA>).
- "Google Workspace for Education Fundamentals" (prior edition: G Suite for Education) is a free edition of Google Workspace comprised of the Google Workspace Services except Client-Side Encryption, Currents, Google Cloud Search, Google Workspace Migrate, and the Workspace Add-Ons. This edition also includes Assignments, Classroom and Chrome Sync.
  - "Assignments" is an application for learning management systems that allows End Users to distribute, collect, and grade student work.
  - "Classroom" is a web-based service that allows End Users to create and participate in classroom groups. Using Classroom, students can view assignments, submit homework, and receive grades from teachers.
  - "Chrome Sync" is a feature that allows End Users to synchronize bookmarks, history, passwords, and other settings across all the devices where they are signed in to Chrome.
- "Google Workspace for Education Standard" is an upgrade to Google Workspace for Education Fundamentals that is available at an additional cost, and requires a minimum purchase of End User licenses equal to the greater of: (a) the Customer's full-time student enrollment or (b) 50 End User licenses. It includes additional features such as Enterprise Data Regions, advanced security controls, enhanced analytics, and Google Workspace Migrate.

- "Google Workspace for Education Teaching and Learning Upgrade" is an upgrade to Google Workspace for Education Fundamentals that is available at an additional cost. It includes additional features for communication, collaboration, class management, and additional storage equal to 100GB times the number of End User licenses.
- "Google Workspace for Education Plus" (prior edition: G Suite Enterprise for Education) is an upgrade to Google Workspace for Education Fundamentals that is available at an additional cost, and requires a minimum purchase of End User licenses equal to the greater of: (a) the Customer's full-time student enrollment or (b) 50 End User licenses. It includes Enterprise Data Regions, advanced controls, enhanced analytics and search (but search and assist capabilities for content within third party data sources are only available to customers with at least 500 End User licenses), Google Workspace Migrate, and additional features for communication, collaboration, class management, and additional storage equal to 20GB times the number of End User licenses. If a customer wishes to implement a trial, proof of concept evaluation, or deployment of third party data indexing in Cloud Search, then that customer must do so via a Cloud Search certified partner.

### **Google Workspace Archived User**

The "Archived User" offering for each Google Workspace or G Suite edition allows an organization to maintain End User Accounts for former End Users for Customer's data archival purposes. The following editions of Google Workspace Archived User include Google Vault:

- G Suite Business - Archived User
- Google Workspace Business Plus - Archived User
- Google Workspace Enterprise Standard - Archived User
- Google Workspace Enterprise Plus - Archived User

### **Google Workspace Essentials Starter**

- "Google Workspace Essentials Starter" is a free edition of Google Workspace comprised of the services within the "Google Workspace Essentials" edition, but with different storage capacities. Customers will have a limit of 100 total End Users.

### **Google Workspace Essentials (prior editions: G Suite Essentials, Drive Enterprise)**

- "Google Workspace Essentials" is an edition of Google Workspace comprised of Google Calendar, Google Chat, Google Docs, Google Drive, Google Forms, Google Jamboard, Google Keep, Google Meet, Google Sheets, Google Sites, Google Slides, and Google Tasks and the following as used in conjunction with the foregoing Services: (a) Cloud Identity Management, (b) Google Contacts, and (c) Google Groups for Business.

### **Google Workspace Enterprise Essentials**

- "Google Workspace Enterprise Essentials" is an edition of Google Workspace comprised of the services within the "Google Workspace Essentials" edition, but with different storage capacities.

### **Google Workspace Enterprise Essentials Plus**

- "Google Workspace Enterprise Essentials Plus" is an edition of Google Workspace comprised of the services within the "Google Workspace Essentials" edition, but with: (a) data loss prevention functionality for Google Drive, Enterprise Data Regions, and certain enhanced security and control features for Administrators (including the Google Workspace Security Center, as described at <https://support.google.com/a/answer/7492003?hl=en>); and (b) different storage capacities.

### **Google Workspace Frontline**

Customers may only allow End Users meeting certain eligibility requirements (as described at <https://support.google.com/a/answer/10427827>) to use Google Workspace Frontline editions.

- "Google Workspace Frontline Starter" is an edition of Google Workspace comprised of all the Google Workspace Services except Client-Side Encryption, Google Vault, Google Cloud Search, Google Workspace Migrate, and the Workspace Add-Ons.
- "Google Workspace Frontline Standard" is an edition of Google Workspace comprised of all the Google Workspace Services except Google Cloud Search, Google Workspace Migrate, and the Workspace Add-Ons. This edition also includes data loss prevention functionality for Gmail and Google Drive, and certain enhanced security and control features for Administrators (not including the Google Workspace Security Center described at <https://support.google.com/a/answer/7492003?hl=en>).

### **Google Workspace for Nonprofits**

- "Google Workspace for Nonprofits" is a free edition of Google Workspace comprised of the Google Workspace Services except Client-Side Encryption, Currents, Google Cloud Search, Google Workspace Migrate, and the Workspace Add-Ons. This edition also includes Classroom (as defined in "Google Workspace for Education Fundamentals" above) as a Core Service. Google Workspace for Nonprofits is exclusively limited to nonprofits that meet certain eligibility requirements (as described at [https://support.google.com/nonprofits/answer/3215869?ref\\_topic=3247288](https://support.google.com/nonprofits/answer/3215869?ref_topic=3247288)).

### **Cloud Search Platform**

- "Cloud Search Platform" is an edition of Google Workspace comprised of Google Cloud Search and the following services for use in conjunction with Google Cloud Search: (a) Cloud Identity Management; (b) Google Contacts; and (c) Google



Groups for Business. Cloud Search Platform provides search and assist capabilities for content within third party data sources.

## **AppSheet**

- "AppSheet Core" is an enhanced version of AppSheet, as described at <https://about.appsheet.com/pricing/>, that can be added at an additional cost to any edition of Google Workspace.

## **Workspace Add-Ons:**

### **Google Voice and Google SIP Link**

- "Voice Starter" is a version of Google Voice that can be added at an additional cost to any edition of Google Workspace and that allows only up to 10 End Users in a single country.
- "Voice Standard" is a version of Google Voice that can be added at an additional cost to any edition of Google Workspace and that supports any number of End Users in a single country. Voice Standard also includes Google SIP Link, deskphone compatibility, and multi-level auto-attendant features.
- "Voice Premier" is a version of Google Voice that can be added at an additional cost to any edition of Google Workspace and that supports any number of End Users in multiple countries. Voice Premier also includes Google SIP Link, deskphone compatibility, multi-level auto-attendant features, and advanced reporting functionality.
- "Google SIP Link Standard" is a version of Google SIP Link that can be added at an additional cost to any edition of Google Workspace and that supports any number of End Users in a single country. Google SIP Link Standard also includes deskphone compatibility and multi-level auto-attendant features.
- "Google SIP Link Premier" is a version of Google SIP Link that can be added at an additional cost to any edition of Google Workspace and that supports any number of End Users in multiple countries. Google SIP Link Premier also includes deskphone compatibility, multi-level auto-attendant features, and advanced reporting functionality.

### **Google Workspace Assured Controls**

- "Google Workspace Assured Controls" is a separate SKU that can be added at an additional cost to the Google Workspace Enterprise Plus edition.

### **Meet Global Dialing**

- "Meet Global Dialing" is a separate SKU that can be added to any Google Workspace edition. There is no cost to subscribe to Meet Global Dialing, but usage is charged per minute.

### **Workspace Additional Storage**

- "Workspace Additional Storage" is a separate SKU that can be added at an additional cost to any edition of Google Workspace as long as that edition does not limit storage on a per-End User basis. Customers may increase their total amount of pooled storage available by 10TB for each Workspace Additional Storage subscription purchased. There is no limit to the number of Workspace Additional Storage subscriptions that may be purchased.

### **Enterprise Data Regions**

- "Enterprise Data Regions" is a separate SKU that can be added at an additional cost to the following editions of Google Workspace:
  - Google Workspace Business Standard
  - Google Workspace Business Plus
  - Google Workspace Enterprise Starter
  - Google Workspace Enterprise Standard
  - Google Workspace Enterprise Essentials
  - Google Workspace Frontline Starter
  - Google Workspace Frontline Standard

### **Additional Products:**

Additional Products are not covered under the Google Workspace Agreement and are not Google Workspace Services. Use of Additional Products is subject to the Additional Product Terms that can be found at [https://workspace.google.com/intl/en/terms/additional\\_services.html](https://workspace.google.com/intl/en/terms/additional_services.html). Further, use of the following Additional Products is subject to additional terms as follows:

- "Managed Google Play" is a platform provided by Google for Customer to use to manage Android devices provided or identified by the Customer that are used by its End Users. Customer can use Google Managed Play to provision applications on such devices from the managed Play Store. Use of Google Managed Play is subject to the terms at [www.android.com/enterprise/terms](http://www.android.com/enterprise/terms).

# Google Workspace Service Level Agreement

"SLA"

Last modified: January 11, 2023

Google Workspace SLA. During the Term of the agreement under which Google has agreed to provide the Google Workspace Covered Services to Customer (as applicable, the "Agreement"), the (i) Google Workspace Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month; and (ii) Google Voice will be operational within 2 business days of Customer's acceptance of the Voice Service Specific Terms via the Admin Console (the "Google Workspace SLA"). If Google does not meet the Google Workspace SLA, and if Customer meets its obligations under this Google Workspace SLA, Customer will be eligible to receive the Service Credits described below. This Google Workspace SLA states Customer's sole and exclusive remedy for any failure by Google to meet the Google Workspace SLA.

Definitions. The following definitions shall apply to the Google Workspace SLA.

- "Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.
- "Google Workspace Covered Services" means the Gmail, Currents, Google Calendar, Google Cloud Print, Google Cloud Search, Google Docs, Google Sheets, Google Slides, Google Forms, Google Drive, Google Groups for Business, Google Chat, Google Meet, Google Keep, Google Sites, Google Jamboard, Google Tasks, Google Vault, and Google Voice components of the Service. This does not include the Gmail Labs functionality, and Google Jamboard Hardware components of the Service.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Service" means the Google Workspace Services.
- "Service Credit" means the following:

| Monthly Uptime Percentage | Days of Service added to the end of the Service term (for offline billing customers) or monetary credit equal to the value of days (for online billing customers), at no charge to Customer |
|---------------------------|---|
| < 99.9% - >= 99.0%        | 3   |
| < 99.0% - >= 95.0%        | 7   |
| < 95.0%                   | 15  |

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Google (or, for Customers who ordered Services from a Reseller, Customer may notify Reseller and Customer's Reseller must notify Google) within thirty days from the time Customer becomes eligible to receive a Service

Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. For Customers who ordered Services from a Reseller, Customer will receive applicable Service Credit from Reseller on behalf of Google.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Google (or, for Customers who ordered Services from a Reseller, by Reseller on behalf of Google) to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts, except for customers who are on Google's monthly billing plan.

Google Workspace SLA Exclusions. The Google Workspace SLA does not apply to any services that expressly exclude this Google Workspace SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).

### **Previous Versions**

July 12, 2021

Last modified: May 31, 2023

The following technical support services guidelines ("**Guidelines**") apply to support services for Google Workspace Services ("**Services**"), except for the services and editions identified in Section 5 (Excluded Services and Editions) below that are not eligible for support services. Capitalized terms not defined herein have the meaning set forth in the agreement that governs Customer's use of Google Workspace Services ("**Agreement**").

- **1. Support Request Submission**

- **1.1 Customer Efforts to Fix Errors.** Prior to making a Request to Google, Customer will use reasonable efforts to resolve issues and fix any error, bug, malfunction or network connectivity defect without escalation to Google. Customer Contact may then submit a Request for technical support as specified at <https://support.google.com/a/answer/1047213> or as such URL may be updated by Google.
- **1.2 Characterization of Requests.** Customer will designate priority when submitting Requests. On receipt of a Request from a Customer Contact, Google will determine whether the Request is a "Service Unusable," "Standard Request" or a "Feature Request" (as defined in Section 7 (Definitions)). Any such determination made by Google is final and binding on Customer. Google reserves the right to reclassify Customer's Priority designation if (a) Google believes that Customer's Priority designation is incorrect or (b) Customer fails to maintain continuous availability, as described in Section 1.3 (Procedures for Acknowledgement and Resolution of Requests). Google will inform Customer of any such reclassification in Google's response to the support Request. Customer may appeal any such reclassification to Google's Support management for review through any available support channel. Any reclassifications by Google of the Priority designation pursuant to subsection (b) will be reversed if Customer resumes continuous availability in accordance with Section 1.3 (Procedures for Acknowledgement and Resolution of Requests).
- **1.3 Procedures for Acknowledgement and Resolution of Requests.** When making a Request, Customer will provide requested diagnostic information including but not limited to: (i) describing the problem, the configuration, and Customer's network; (ii) providing relevant data; and (iii) answering questions and assisting Google Support Personnel as appropriate. Customer must provide up-to-date contact information (i.e., phone or email) to assist with data gathering, testing and applying resolutions. In the case of P1 Requests, Customer must maintain continuous availability until resolution of such Requests.
- **1.4 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.

- 1.5 **Feature Requests**. If Google deems a Request to be a Feature Request, Google will log such Request for consideration to add to a future update or release of the Services and will consider the matter closed. Google is under no obligation to respond to or resolve any Feature Request or to accommodate any such Feature Request in any future update or release.
- 2. **Accessing Support**
  - 2.1 **Google Help Center**. Customer's End Users of the Services may access the Google Help Center at <https://support.google.com/a/> or such other URL as Google may provide. Customer is responsible for responding to any questions and complaints from End Users or other third parties relating to Customer's or its End Users' use of the Services, with such support services to be provided at Customer's own expense.
  - 2.2 **Customer PIN**. Customer is required to provide a current Customer PIN when making a Request. Customer will obtain such Customer PIN in the Admin Console in order to access and receive support for the Services from Google. If Customer is unable to provide the current Customer PIN when prompted, Customer will only be able to access the Google Help Center and post a question to its online help forum, until such time as the Customer PIN is restored. The Customer PIN may be updated periodically and is only available in the Admin Console.
  - 2.3 **Compliance with Applicable Law**. Google will not provide TSS if prohibited from doing so by applicable law.
- 3. **Chrome Support**
  - 3.1 **Availability of Support**. In addition to Requests related to the Services, Google will respond in accordance with these guidelines to Requests related to Chrome:
    - i. For all Workspace End User Accounts;
    - ii. If Customer is paying for 100 or more concurrent Workspace End User Accounts, for all other end users associated with Customer's domain.
  - 3.2 **Supported Issue Types**. Google Support Personnel will respond to Requests related to Chrome installation, Chrome Core Functionality, Chrome's security, administrative policies, and Chrome's interoperability with Services on Supported Platforms as set forth in these Guidelines. Google may choose not to respond to Requests for other Chrome related technical issues, such as but not limited to, rendering problems for specific web pages, technical issues related to the underlying operating system, device driver or printer problems. If Google makes a code change to resolve a technical issue, the code change is released in an upcoming release and will not be ported back to an earlier version of Chrome.
- 4. **Support Levels**
  - 4.1 **Generally**. As part of Customer's order of the Services, Google will provide Standard Support to Customer. Customer may order additional TSS for an additional fee.
  - 4.2 **Standard Support**. Customer will receive the following:
    - i. Automatic product upgrades of the Services
    - ii. Maintenance updates of the Services

- iii. Online self help and training for End Users and Administrators designed to assist Customer with implementation and use of the Services
  - iv. Ability to submit a support Request
  - v. Status Dashboard and support portal providing real-time publicly available status information for the Services
- 4.3 **Fee Commitments.** Some TSS require a 1-year fee commitment. When Customer enrolls in such TSS, any applicable Fees will be pro-rated for that month and then continue to apply for each month in the 1-year commitment period.
- 4.4 **Support Hours and Target Initial Response Times.**
- i. Google will provide access to Google Help Center support for Customer on a 24 x 7 basis.
  - ii. Target Initial Response Times.
  -

|          | <b>Target Initial Response Times during the Hours of Operation</b> |                  |                    |
|----------|--|------------------|--------------------|
| Priority | Standard Support   | Enhanced Support | Premium Support    |
| P1       | 4 hours<br>24x7  | 1 hour<br>24x7   | 15 minutes<br>24x7 |
| P2       | 8 hours  | 4 hours<br>24x7  | 2 Hours<br>24x7    |
| P3       | 24 hours   | 8 hours          | 4 hours<br>24x7    |
| P4       | 24 hours   | 8 hours          | 8 hours            |

- 4.5 **Enhanced Support.** Enhanced Support will be provided in English language (24x7) and in Japanese language during Business Hours. For any Requests in Japanese language submitted outside of Business Hours, Google will respond within the target initial response times stated for Workspace Standard Support.
- i. **Value Add Services.** Customer may purchase the following Value Add Services for Enhanced Support for an additional fee.
    - a. **Technical Account Advisor Service (TAAS).** Customer will receive access to a Technical Account Advisor. TAAS includes: (a) guided support onboarding, (b) guidance on best practices for case handling, (c) management of technical support escalations, (d) reviews of operational and case metrics, and (e) recommendations for training and optimization of the Services.
- 4.6 **Premium Support.**
- i. Premium Support will be provided in English language (24x7) and in Japanese language during Business Hours. For any Requests in

Japanese language submitted outside of Business Hours, Google will respond within the target initial response times stated for Workspace Standard Support.

- ii. As part of the Premium Support offering, Customer will receive access to a named Technical Account Manager to (a) assist Customer in developing a strategy with respect to the Services, (b) provide best practice guidance on implementation and use of the Services, and (c) manage technical support escalations and coordinate with Google subject matter experts to address technical inquiries related to the Services. Additional access to Technical Account Management may be purchased, subject to additional fees and terms.
- iii. **Value Add Services.** Customer may purchase the following Value Add Services for Premium Support for an additional fee.
  - a. **Assured Support.** Google will provide TSS for Assured Controls (“Assured Support”) in accordance with the Customer-selected support portal controls. All requests for Assured Support by Customer must be submitted via the “new case” option from within the support portal. Notwithstanding Section 6.2 (Language), Google will provide Assured Support in English language only.
- 4.7 **Legacy Standard Support.** Notwithstanding any other term of Section 4 (Support Levels), the following terms will apply if Customer enrolled in Standard Support prior to October 6, 2020: P1 Priority support Requests are responded to with a target initial response time of one hour and are responded to 24 x 7; and P2, P3, and P4 Priority support Requests are responded to with an initial target response time of 1 business day or less.

- **5. Excluded Services and Editions**

Notwithstanding any term of the Agreement that may indicate otherwise, (a) Google does not offer TSS for any of the following: Chrome Sync (when included in any edition of Google Workspace for Education); the Google Workspace Essentials Starter edition; or any Additional Products; and (b) TSS is provided for AppSheet under the AppSheet support service guidelines at <https://www.appsheet.com/Home/TSSG> and not these Guidelines.

- **6. General Provisions**

- 6.1 **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 seven days advance notice of the Maintenance. In addition, Google may perform emergency unscheduled Maintenance at any time. If Google expects such 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. Maintenance notices will be provided via the Google Workspace Dashboard, Admin Console and/or



support portal. In addition, if Customer subscribes to Maintenance notices, Customer may also be able to receive email and/or RSS Feed notifications of Maintenance.

- 6.2 **Language.** Except as stated otherwise in these Guidelines, all support provided by Google Support Personnel pursuant to these Guidelines will be provided in English language, or during listed hours in one of the additional languages documented in these Guidelines or at <https://support.google.com/a/table/3247295> or such other URL as Google may provide. Support outside of these hours can be obtained via English language support channels.
- 6.3 **Term of Support.** Google will only provide the support services described in these Guidelines during the term of the Agreement and will have no obligation to provide any support services to Customer after the expiration or termination of such Agreement.
- 6.4 **On-site Support.** Google may, at its discretion and upon approval from Customer, send Google Support Personnel on-site in response to an issue that cannot be resolved remotely. Google Support Personnel performing support at Customer's facilities will comply with Customer's reasonable onsite policies and procedures made known to Google in writing in advance.

- 7. **Definitions**

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

- 7.1 **"Business Hours"** means business hours in Japan, namely, 09:00 to 17:00 on Monday to Friday Japan Standard Time.
- 7.2 **"Chrome"** means the Chrome web browser as released by Google for Supported Platforms and available for download at the URL <https://www.google.com/chrome/> or the MSI installer provided at the URL <https://www.google.com/chrome/business/> or at another URL that Google may provide.
- 7.3 **"Chrome Core Functionality"** means the features and functionality in the latest released Chrome browser version, excluding Google Chrome extensions, Google Play, and Google Cloud Print.
- 7.4 **"Customer Contacts"** means Administrators designated in the Admin Console.
- 7.5 **"Feature Request"** means a Request by a Customer Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.
- 7.6 **"Google Support Personnel"** means the Google representatives responsible for handling technical support requests.
- 7.7 **"Hours of Operation"** means the hours listed at <https://support.google.com/a/table/3247295> for each country except for holidays in local time for each region as documented in the Admin Console.
- 7.8 **"Maintenance"** means maintenance work that is performed on hardware or software delivering the Services.

- 7.9 "**Priority**" means the level of impact a Request is having on Customer's operations and is used to establish target response times. Definitions of available priority levels can be found on our help center: <https://support.google.com/a/answer/1047213>
- 7.10 "**Request**" means a request from Customer to Google Support Personnel for technical support to resolve a question or problem regarding the Services and Chrome.
- 7.11 "**Service Unusable**" means a production issue that prevents more than one of Customer's End Users from access to, or use of, the Services, or where Customer's network is not receiving any inbound email (and/or sending outbound email) from the Services. Customer must identify a Request as Service Unusable by designating it as a P1 Priority support Request.
- 7.12 "**Standard Request**" means a Request made by Customer to Google that is not a Service Unusable Request or Feature Request.
- 7.13 "**Supported Platform**" as listed at <https://support.google.com/a/bin/answer.py?answer=2763059> means an operating system and version for which i) Chrome is released by Google and ii) support under these Guidelines is provided. Google may choose not to respond to issues with preview versions of Chrome (also known as beta, dev, and canary) or preview features. Chrome OS is not a Supported Platform under these Guidelines; dedicated Google technical support and hardware service for Chrome OS is available under a separate agreement. For clarity, Chrome Frame is a separate product not covered under these Guidelines.
- 7.14 "**Value Add Services**" means additional TSS available to Customer for an additional fee.

## Previous Versions

March 30, 2023

## Google Cloud & the General Data Protection Regulation (GDPR)

The General Data Protection Regulation (GDPR) is a privacy legislation that replaced the 95/46/EC Directive on Data Protection of 24 October 1995 on May 25, 2018. GDPR lays out specific requirements for businesses and organizations who are established in Europe or who serve users in Europe. It:

- Regulates how businesses can collect, use, and store personal data
- Builds upon current documentation and reporting requirements to increase accountability
- Authorizes fines on businesses who fail to meet its requirements

At Google Cloud, we champion initiatives that prioritize and improve the security and privacy of customer personal data, and want you, as a Google Cloud customer, to feel confident using our services in light of GDPR requirements. If you partner with Google Cloud, we will support your GDPR compliance efforts by:

1. Committing in our contracts to comply with the GDPR in relation to our processing of customer personal data in all Google Cloud and Google Workspace services
2. Offering additional security features that may help you to better protect the personal data that is most sensitive
3. Giving you the documentation and resources to assist you in your privacy assessment of our services
4. Continuing to evolve our capabilities as the regulatory landscape changes

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### Google Workspace & Google Cloud Commitments to the GDPR

Data controllers must use data processors with appropriate technical and organisational measures. When conducting your GDPR assessment of Google Cloud consider the following:

Expand all

EXPERT KNOWLEDGE, RELIABILITY & RESOURCES

#### Data Protection Expertise

Google employs security and privacy professionals that include some of the world's foremost experts in information, application, and network security. This expert team is tasked with maintaining the company's defense systems, developing security review processes, building stronger security infrastructure, and precisely implementing Google's security policies.

Google also employs an extensive team of lawyers, regulatory compliance experts, and public policy specialists who look after privacy and security compliance for Google Cloud.

These teams work with customers, industry stakeholders, and supervisory authorities to ensure our Google Workspace and Google Cloud services can help customers meet their compliance needs.

#### DATA PROTECTION COMMITMENTS

USE OF SUBPROCESSORS

SECURITY OF THE SERVICES

DATA RETENTION & DELETION

ASSISTANCE TO THE CONTROLLER

INTERNATIONAL DATA TRANSFERS

STANDARDS & CERTIFICATIONS

#### Assessing Google Cloud based on Article 28

Article 28 of the GDPR lays out the requirements of a data processor who processes data on behalf of the data controller. See how our terms reflect these requirements.

Expand all

Use of Subprocessors

*Google Cloud - Cloud Data Processing Addendum (CDPA)*

[Definitions | Section 2.1](#)

[Data Security | Section 7.1.2](#)

[Data Security | Section 7.3.1 \(b\)](#)

[Data Transfers | Section 10.1](#)

[Subprocessors | Section 11](#)

[Third-Party Beneficiary | Section 14](#)

[Appendix 2.1–2.5](#)

[Google Cloud - EU Standard Contract Clauses \(SCC\)](#)

[SCCs \(EU Controller-to-Processor\) | Annex II, Annex III](#)

[SCCs \(EU Processor-to-Controller\) | N/A](#)

[SCCs \(EU Processor-to-Processor\) | Annex II, Annex III](#)

[SCCs \(EU Processor-to-Processor, Google Exporter\) | Annex II, Annex III](#)

[SCCs \(UK Controller-to-Processor\) | Clause 1, Clause 3.3, Clause 4 \(g\) and \(i\), Clause 5 \(i\) and \(j\), Clause 6, Clause 8, Clause 11, Clause 12, Appendix 1, Appendix 2.5](#)

Related content: [Google Cloud Subprocessors](#)

[Google Workspace - Cloud Data Processing Addendum \(CDPA\)](#)

[Definitions | Section 2.1](#)

[Data Security | Section 7.1.2](#)

[Data Security | Section 7.3.1 \(b\)](#)

[Data Transfers | Section 10.1](#)

[Subprocessors | Section 11](#)

[Third-Party Beneficiary | Section 14](#)

[Security Measures | Appendix 2.1–2.5](#)

[Google Workspace - EU Standard Contract Clauses \(SCC\)](#)

[SCCs \(EU Controller-to-Processor\) | Annex II, Annex III](#)

[SCCs \(EU Processor-to-Controller\) | N/A](#)

[SCCs \(EU Processor-to-Processor\) | Annex II, Annex III](#)

[SCCs \(EU Processor-to-Processor, Google Exporter\) | Annex II, Annex III](#)

[SCCs \(UK Controller-to-Processor\) | Clause 1, Clause 3.3, Clause 4 \(g\) and \(i\), Clause 5 \(i\) and \(j\), Clause 6, Clause 8, Clause 11, Clause 12, Appendix 1, Appendix 2.5](#)

Related content: [Google Workspace Subprocessors Agreement](#)

[General Written Contract](#)

[Processing Under Documented Instructions](#)

[Processing Under Confidentiality Obligations](#)

[Security Measures](#)

[Assistance to Data Controller](#)

[Data Deletion and Data Return](#)

[Demonstrate Compliance](#)

[More from Google Cloud](#)

- [Products and services](#)

### Relevant Whitepapers

Read our whitepapers relevant to Google Cloud customers who are subject to GDPR

Google Workspace Data Protection Implementation Guide  
Data Protection in Workspace

Google Workspace For Education Data Protection Implementation Guide  
Data Protection in Workspace for Education

Trusting Google Cloud With Your Data  
Data Protection in Google Cloud

Safeguards For International Data Transfers With Google Cloud  
Cross Border Transfers in Google Cloud

## FAQ

### Answers to Frequently Asked Questions about Google Cloud and GDPR

Expand all

Does the GDPR require storage of personal data in the EU?

No. Like the [95/46/EC Directive on Data Protection](#), the GDPR sets out certain conditions for the transfer of personal data outside of the EU. Such conditions can be met via mechanisms such as standard contract clauses.

How do your terms reflect the GDPR requirements?

Does the GDPR give customers the right to audit Google Cloud?

What role do third-party ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, ISO/IEC 27701 and SOC 2/3 reports play in compliance with the GDPR?

How does Google Cloud support International Data Transfers in the Cloud?

Now that Privacy Shield has been invalidated, can I still use Google Cloud and meet GDPR requirements if I handle EU personal data?

What other information and resources has Google provided on the GDPR?

Where can I find other European Privacy Resources?

Disclaimer: The content contained herein is correct as of August 2021 and represents the status quo as of the time it was written. Google's security policies and systems may change going forward, as we continually improve protection for our customers. When referring to Google Workspace, we also refer to Google Workspace for Education. We are bringing Google Workspace to our education and nonprofit customers in the coming months.