

Google Cloud Master General Terms

Term	Explanation	Agency Consideration(s)
<p>These Google Cloud Master Terms are comprised of the Google Cloud Master General Terms (“General Terms”), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master General Terms (collectively, the “Terms”).</p>		
<p>1. Services. After the Customer and Reseller and/or Distributor complete and execute an Order Form, (a) Google will provide the Services to Customer in accordance with the Terms, including the SLAs, and (b) Customer may use the Services in accordance with the applicable Services Schedule.</p>	<p>Google will provide the services in accordance with these terms, any order forms, the Services Schedule, and the SLA.</p>	<p>The state’s standard terms and conditions do not govern.</p>
<p>2.1 Consents. Customer is responsible for any consents and notices required to permit (a) Customer’s use and receipt of the Services and (b) Google’s accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Terms.</p>	<p>Consents must be obtained and notices provided related to data stored, accessed, and processed by Google.</p>	<p>If any PII or PHI is to be accessed, stored, or processed by Google, all appropriate consents must be obtained from the PII or PHI owner.</p>
<p>2.2 Compliance. Customer will (a) ensure that Customer and its End Users’ use of the Services complies with the Terms, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.</p>	<p>The using state agency must ensure compliance with the Terms and try to prevent and notify Google of unauthorized access or use of the services.</p>	
<p>2.3 Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) in a manner intended to avoid incurring Fees; (ii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iii) in a manner that breaches, or causes the breach of, Export Control Laws; or (iv) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google’s Reseller or Distributor.</p>	<p>The using state agency will not try to use the source code for the services for commercial gain or access or use the services in a manner intended to avoid incurring fees or in violation of federal laws or regulations.</p>	<p>Each state agency may need to execute a separate BAA if any HIPAA data will be stored by or processed by Google.</p>

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<p>4.1 <u>Intellectual Property Rights</u>. Except as expressly described in the Terms, the Terms do not grant either party any rights, implied or otherwise, to the other’s content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.</p>		
<p>4.2 <u>Feedback</u>. At its option, Customer may provide feedback and suggestions about the Services to Google (“Feedback”). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.</p>		
<p>5.1 <u>Use and Disclosure of Confidential Information</u>. Subject to the Freedom of Information Act or similar state open records law, the Recipient will only use the Disclosing Party’s Confidential Information to exercise its rights and fulfill its obligations under the Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party’s Confidential Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party’s Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party’s written consent; or (c) regardless of any other provision in the Terms, as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party’s reasonable requests to oppose disclosure of its Confidential Information.</p>	<p>The recipient of confidential information will only use that information for the purposes set out in the Terms and will protect against disclosure of that information. The recipient of confidential information may disclose that information to third parties under certain circumstances. The recipient of confidential information must comply with the disclosing party’s requests to oppose disclosure.</p>	<p>For the using state agency, this term may be inconsistent with the Idaho Public Records Act. If disclosure is required under the Idaho Public Records Act, the using state agency cannot comply with Google’s requests to oppose disclosure. Further, this term does not require the disclosing party to defend against a claim that the information is subject to disclosure under the Idaho Public Records Act. The using state agency should carefully consider whether Google should be required to defend its designations of information as confidential and exempt from disclosure. As a practical matter, it may be difficult for the using state agency to notify the Disclosing Party prior to responding to any related public records requests as staff would need to be aware of that obligation and apply that to all related public records requests.</p>
<p>5.2 <u>Redirect Disclosure Request</u>. If the Recipient receives Legal Process for the Disclosing Party’s Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party’s basic contact information to the third party.</p>	<p>The recipient of confidential information will redirect a third party request for information to the disclosing party.</p>	<p>For the using state agency, this term may be inconsistent with the Idaho Public Records Act. As the custodian of public records, the agency would be required to disclose information not exempt from disclosure pursuant to a public records</p>

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		<p>request. Failure to timely produce information not exempt pursuant to a public records request can result in significant costs to the state if challenged in court, e.g. attorney's fees.</p> <p>https://www.idahopress.com/eyeonboise/what-it-cost-ada-county-to-ignore-the-idaho-public-records-act-47-310-link/article_ab04ca55-97cc-5c5c-8f26-2e13ceaa88b3.html</p>
<p>6 Marketing and Publicity. Each party may use the other party's Brand Features in connection with the Terms as permitted in the Terms. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.</p>	<p>Each party may use the other party's "trade names, trademarks, logos, domain names, and other distinctive brand features." The parties may engage in joint marketing.</p>	<p>The state's standard term restricts use of "the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State." The state's standard term is based on Idaho Code section 67-901, which charges the Idaho Secretary of State "with the custody: . . . 3. Of the great seal," and the Idaho Constitution's restrictions of lending the state's credit to a private endeavor. The using state agency should carefully consider if Google needs permission from the Idaho Secretary of State to use the state seal or whether engaging in joint marketing with Google would lend the state's credit to a private endeavor.</p>
<p>8. Disclaimer. Except as expressly provided for in the Terms, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. The Services are not intended to be used for High Risk Activities. Any use of the Services for High Risk Activities by Customer or its End Users will be at Customer's own risk, and</p>	<p>Google does not warrant the services will work. The using state agency could be liable for failure of the services when used for "activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage."</p>	<p>The using state agency should carefully consider the sufficiency of its remedies if the services do not work.</p>

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<p>Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities.</p>		
<p>9.1 <u>Google Indemnification Obligations</u>. Google will defend Customer and its Affiliates participating under the Terms (“<u>Customer Indemnified Parties</u>”), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties’ use of Google Indemnified Materials infringes the third party’s Intellectual Property Rights.</p>	<p>Google will defend and indemnify the using state agency against third-party proceedings for intellectual property claims.</p>	<p>The state’s standard term requires vendors to generally indemnify, defend, and hold harmless the state against claims arising from a vendor’s acts or omissions. This term only requires Google to defend and indemnify the using state agency against third-party proceedings for intellectual property claims. The using state agency should carefully consider whether this proposed indemnity language creates an acceptable risk.</p>
<p>9.2 <u>Customer Intellectual Property Infringement</u>. 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 or local law.</p>	<p>Google will pursue available remedies against the using state agency if Google is sued for the using state agency’s infringement of third-party intellectual property rights.</p>	<p>The using state agency may not be covered by Risk Management for such a claim.</p>
<p>9.3 <u>Indemnification Exclusions</u>. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Intellectual Property Infringement) will not apply to the extent the underlying allegation arises from (a) Customer’s or Google’s breach of the Terms or (b) a combination of the Google Indemnified Materials or Customer Materials (as applicable) with materials not provided by Google or the Customer under the Terms, unless the combination is required by the Terms.</p>	<p>Sections 9.1 and 9.2 don’t apply if the allegation arises from a breach of the Terms or combination with materials provided for under the Terms with materials not provided for under the Terms.</p>	
<p>9.4 <u>Indemnification Conditions</u>. Sections 9.1 (Google Indemnification Obligations) is conditioned on the following:</p> <p>(a) Customer must promptly notify Reseller who will notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, then Google’s obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.</p>	<p>The using state agency must provide notice of third-party intellectual property infringement allegations and cooperate with Google to resolve the allegations. Google’s indemnification obligations will be reduced if the using state agency’s breach of section 9.4(a) prejudices Google. The using state agency will allow Google to control the indemnified portion of any third-party legal proceeding.</p>	<p>The state’s standard terms do not allow vendors’ indemnification obligations to be reduced. The using state agency should carefully consider whether this proposed indemnity language creates an acceptable risk.</p>

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<p>(b) Unless otherwise prohibited by law, Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the Customer to admit liability, pay money, or take (or refrain from taking) any action, will require the Customer’s prior written consent, not to be unreasonably withheld, conditioned, or delayed.</p>		
<p>9.5 Remedies.</p> <p>(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.</p> <p>(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Terms, then Google will agree to amend such commitments proportional to Customer’s spend on the terminated Services in the year preceding the termination of the Services.</p>	<p>If the services infringe a third party’s intellectual property rights, Google may procure the right for the using state agency to continue using the services, modify the services to make them non-infringing, replace the services with a non-infringing alternative, or terminate the services and partially refund the state for the services.</p>	<p>The state’s standard term requires vendors to fully refund the state in the case of patent infringement. The using state agency should carefully consider the sufficiency of its remedies if the services infringe a third party’s intellectual property rights. The using state agency should carefully consider the additional cost of procuring a replacement service in the event Google does not believe the remedies in Section 9.5(a) are commercially reasonable. The State’s standard term requires vendors to be responsible for costs resulting from the State’s award of a new contract and any damages incurred by the State.</p>
<p>9.6 Sole Rights and Obligations. Without affecting either party’s termination rights, this Section 9 (Indemnification) states the Customer’s sole and exclusive remedy under the Terms for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).</p>	<p>Limits the remedies of the using state agency for intellectual property rights infringement to those covered in section 9.</p>	
<p>10.1 Limited Liabilities.</p>	<p>Excludes liability for all damages, including punitive damages, except those for breach of the Terms. Limits liability for damages to either party to the fees the using state</p>	<p>-Most damages incurred by agencies relate to services to third parties and are thus “indirect, consequential, special or incidental” and are excluded. The using</p>

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<p>(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Terms for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, savings, or goodwill.</p> <p>(b) Each party’s total aggregate Liability for damages arising out of or relating to the Terms is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.</p>	<p>agency has paid during the 12-month period before the event giving rise to the liability.</p>	<p>state agency should carefully consider if the risk of excluding these damages is acceptable.</p> <p>-Idaho Code section 6-1604 defines punitive damages as damages arising from oppressive, fraudulent, malicious or outrageous conduct. The using state agency should carefully consider the public perception risk it may face if that conduct occurs and damages are waived by the agency.</p> <p>-DOP’s limitation of liability policy requires limitations of liability to be an amount that represents the potential liability that is reasonable for the vendor to assume under the circumstances. The limitation of liability in this term is tied to the costs paid to the vendor, which are unrelated to the potential harms or damages. The using state agency should carefully consider if the amount of the limitation of liability accurately represents the potential harms or damages.</p>
<p>10.2 Unlimited Liabilities. Nothing in the Terms excludes or limits either party’s Liability for:</p> <p>(a) subject to Section 8 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;</p> <p>(b) its fraud or fraudulent misrepresentation;</p> <p>(c) its obligations under Section 9 (Indemnification);</p> <p>(d) its infringement of the other party’s Intellectual Property Rights;</p> <p>(e) its payment obligations under the Terms; or</p> <p>(f) matters for which liability cannot be excluded or limited under applicable law.</p>	<p>Carves out certain liabilities for which the parties have unlimited liability.</p>	<p>-DOP’s model term carves out tangible and intangible real property damage. This term only carves out tangible personal property damage. The using state agency should carefully consider whether Google should have unlimited liability for tangible and intangible real property damage.</p> <p>-DOP’s model term carves out any claim for personal injury, including death. This term only carves out personal injury and death if they result from Google’s negligence. The using state agency should carefully consider whether Google should</p>

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		<p>have unlimited liability for any claim for personal injury, including death.</p> <p>-DOP's model term also carves out insurance coverage required by the contract, damages arising from the vendor's gross negligence or willful misconduct, and liquidated damages assessed under the contract. The using state agency should carefully consider whether Google should have unlimited liability for the additional items carved out by DOP's model term.</p>
<p>11.1 <u>Term</u>. The Terms, unless they expire or terminate in accordance with the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement.</p>	<p>Ties the effective term of the Terms to the period of the reseller or distributor agreement.</p>	
<p>11.2 <u>Termination for Convenience</u>. Subject to any financial commitments in an Order Form or addendum to the Terms, Customer may terminate the Terms or an Order Form for convenience prior written notice to Reseller or Distributor.</p>	<p>The using state agency may terminate the Terms for convenience with prior written notice.</p>	<p>In state contracts, a vendor may be entitled to certain termination costs if the state terminates for convenience. If a contract does not state what costs the state will pay upon termination, courts may read such a provision into the contract. The using state agency should carefully consider whether the Terms should state what costs will be paid if the state terminates for convenience.</p>
<p>11.4 <u>Effects of Termination</u>. If the Terms terminate or expire, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.</p>	<p>Termination of the Terms terminates all service schedules and order forms. Termination of an order form terminates access to services under only that order form.</p>	

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<p>11.5 <u>Survival</u>. The following Sections will survive expiration or termination of the Terms: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.</p>	<p>Certain sections of the terms will continue in effect after expiration or termination of the Terms.</p>	
<p>12.1 <u>Notices</u>. Google will provide notices under the Terms to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Terms to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current.</p>	<p>Allows the parties to provide notices under the Terms by email.</p>	<p>A notice sent to an address tied to a specific employee that has left the using state agency or is out of the office may not be received.</p>
<p>12.2 <u>Emails</u>. The parties may use emails to satisfy written approval and consent requirements under the Terms.</p>	<p>Allows emails to satisfy written approval and consent requirements.</p>	<p>This term may allow emails from unauthorized staff to bind the using state agency.</p>
<p>12.5 <u>Force Majeure</u>. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.</p>	<p>Similar to the state’s standard term.</p>	
<p>12.6 <u>Subcontracting</u>. Google may subcontract obligations under the Terms but will remain liable to Customer for any subcontracted obligations.</p>	<p>Allows Google to subcontract.</p>	<p>This term may be inconsistent with the state’s standard term, which does not allow subcontracting without written approval of the state.</p>
<p>12.7 <u>No Agency</u>. The Terms do not create any agency, partnership, or joint venture between the parties.</p>		
<p>12.8 <u>No Waiver</u>. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Terms.</p>	<p>Similar to the state’s standard term.</p>	
<p>12.9 <u>Severability</u>. If any part of the Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.</p>	<p>Similar to the state’s standard term.</p>	
<p>12.10 <u>No Third-Party Beneficiaries</u>. The Terms do not confer any rights or benefits to any third party unless it expressly states that it does.</p>		
<p>12.11 <u>Equitable Relief</u>. Nothing in the Terms will limit either party’s ability to seek equitable relief.</p>		

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<p>12.13 <u>Amendments</u>. Except as specifically described otherwise in the Terms, any amendment to the Terms must be in writing, expressly state that it is amending the Terms, and be signed by both parties.</p>	<p>Similar to the state’s standard term.</p>	<p>When read in conjunction with section 12.2, this term may allow emails to serve as written consent to amendment.</p>
<p>12.14 <u>Independent Development</u>. Nothing in the Terms will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Terms, provided that the party does not breach its obligations under the Terms in doing so.</p>	<p>Provided that Google does not breach its obligations under the terms (e.g. by inappropriately using the using state agency’s confidential information), Google can develop for its use materials similar to, or the same as, confidential information.</p>	
<p>12.15 <u>Conflicting Terms</u>. If there is a conflict among the documents that make up the Terms, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.</p>	<p>Sets up a priority of documents.</p>	<p>The order form takes precedence and can alter the Terms. The using state agency must carefully consider the order form with this in mind.</p>
<p>12.20 <u>Headers</u>. Headings and captions used in the Terms are for reference purposes only and will not have any effect on the interpretation of the Terms.</p>		
<p>13 <u>Definitions</u>.</p> <p>“<u>Affiliate</u>” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.</p> <p>“<u>AUP</u>” means Google’s acceptable use policy as defined in the applicable Services Schedule.</p> <p>“<u>BAA</u>” or “<u>Business Associate Agreement</u>” is an amendment to the Customer’s Reseller Agreement or Distributor Agreement covering the handling of Protected Health Information (as defined in HIPAA).</p> <p>“<u>Brand Features</u>” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.</p> <p>“<u>Confidential Information</u>” means information that one party or its Affiliate (“<u>Disclosing Party</u>”) discloses to the other party (“<u>Recipient</u>”) under the Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential</p>	<p>Defines the meaning of terms applicable to the Terms.</p>	<p>-Several definitions refer to a definition or description in the “Order Form,” “Reseller Agreement,” or “Distributor Agreement.” Without referring to those documents, it is unclear what meaning those definitions have.</p> <p>-Several of the definitions are linked to URLs or refer to definitions in the Services Schedule that are linked to URLs. These terms are subject to change without notice, including application of terms not permitted by law or policy.</p> <p>-“End user” includes contractors or vendors that the using state agency may allow to use the services. Agencies must implement controls through its contracts if such users are involved.</p>

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<p>Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.</p> <p><u>“Control”</u> means control of greater than 50% of the voting rights or equity interests of a party.</p> <p><u>“Customer Application”</u> has the meaning described in the Services Schedule.</p> <p><u>“Customer Data”</u> has the meaning described in the Services Schedule (if applicable).</p> <p><u>“Customer Indemnified Materials”</u> has the meaning described in the applicable Services Schedule.</p> <p><u>“Delegates”</u> means the Recipient’s employees, Affiliates, agents, or professional advisors.</p> <p><u>“Distributor”</u> means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).</p> <p><u>“Distributor Agreement”</u> means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.</p> <p><u>“Effective Date”</u> means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).</p> <p><u>“End User”</u> or <u>“Customer End User”</u> means an individual that Customer permits to use the Services or a Customer Application.</p>		<p>-There is no definition for “Customer Indemnified Materials” in the Services Schedule. The definition of “Customer Indemnified Materials” may be referring to the definition of “Customer Materials” in the Services Schedule.</p>

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<p>“<u>Export Control Laws</u>” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“<u>EAR</u>”) 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 (“<u>ITAR</u>”) maintained by the U.S. Department of State.</p> <p>“<u>Fees</u>” means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.</p> <p>“<u>Google Indemnified Materials</u>” has the meaning described in the applicable Services Schedule.</p> <p>“<u>High Risk Activities</u>” means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.</p> <p>“<u>HIPAA</u>” 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.</p> <p>“<u>including</u>” means including but not limited to.</p> <p>“<u>Indemnified Liabilities</u>” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.</p> <p>“<u>Intellectual Property</u>” or “<u>IP</u>” means anything protectable by an Intellectual Property Right.</p> <p>“<u>Intellectual Property Right(s)</u>” 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.</p>		

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<p>“<u>Legal Process</u>” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.</p> <p>“<u>Liability</u>” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.</p> <p>“<u>Notification Email Address</u>” has the meaning described in the applicable Services Schedule.</p> <p>“<u>Order Term</u>” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.</p> <p>“<u>Prices</u>” has the meaning described in the applicable Reseller Agreement or Distributor Agreement.</p> <p>“<u>Reseller Agreement</u>” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of these Terms.</p> <p>“<u>Reseller</u>” means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services through a Distributor to Customer.</p> <p>“<u>Service Level Agreement</u>” or “<u>SLA</u>” has the meaning described in the Services Schedule.</p> <p>“<u>Services</u>” has the meaning described in the applicable Services Schedule.</p> <p>“<u>Services Schedule(s)</u>” means a schedule to the Terms with terms that apply only to the services and software (if applicable) described in that schedule.</p>		

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<p>“<u>Services Start Date</u>” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.</p> <p>“<u>Software</u>” has the meaning described in the Services Schedule (if applicable).</p> <p>“<u>Suspend</u>” or “<u>Suspension</u>” means disabling access to or use of the Services or components of the Services.</p> <p>“<u>Third-Party Legal Proceeding</u>” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).</p> <p>“<u>Trademark Guidelines</u>” means Google’s Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.</p> <p>“<u>URL</u>” means a uniform resource locator address to a site on the internet.</p> <p>“<u>URL Terms</u>” has the meaning described in the Services Schedule.</p> <p>“<u>Use Restrictions</u>” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.</p>		

Google Cloud Platform Services Schedule

Term	Explanation	Agency Consideration(s)
<p>This Google Cloud Platform Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Terms. This Services Schedule applies solely to the services and software described in this Services Schedule. Terms defined in the General Terms apply to this Services Schedule.</p>		
<p>1.1 <u>Admin Console</u>. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer may make Customer Applications available to End Users. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.</p>	<p>Google will provide an account that Google is not responsible to secure.</p>	<p>Google is not responsible for the security of the account it provides.</p>
<p>1.2 <u>Ceasing Services Use</u>. Customer may stop using the Services at any time.</p>		
<p>1.3 <u>Additional Use Restrictions</u>. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.</p>	<p>Use of the services is restricted in certain ways.</p>	<p>The using state agency may inadvertently violate this provision through its services to Idahoans, who could be "unaffiliated third parties."</p>
<p>2.1 <u>Protection of Customer Data</u>. Google will only access or use Customer Data to provide the Services ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.</p>	<p>Google will not misuse the data of the using state agency.</p>	
<p>2.2 <u>Data Processing and Security Terms</u>. The Data Processing and Security Terms are incorporated by reference into this Services Schedule.</p>		
<p>3.1 <u>Usage and Invoicing</u>. Customer will pay all Fees for the Services and GCP Technical Support Services. Google's measurement tools will be used to determine Customer's usage of the Services. Each</p>	<p>The using state agency will pay all fees for the services.</p>	<p>The definition of "Fees" includes taxes, which the using state agency may not be legally authorized to pay.</p>

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<p>invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.</p>		
<p>4.1 <u>Changes to Services</u>.</p> <p>(a) <u>Limitations on Changes</u>. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.</p> <p>(b) <u>Discontinuance</u>. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.</p> <p>(c) <u>Support</u>. Google will continue to provide product and security updates, and Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).</p> <p>(d) <u>Backwards Incompatible Changes</u>. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.</p>	<p>Google can make minor changes to the Services without permission, provided that they do not materially reduce the performance or functionality of the Services.</p> <p>If Google chooses to discontinue any portion of the Services, they will give 12-months prior notice, or 36-months prior notice if the service is a Key Service.</p>	
<p>4.2 <u>Changes to Terms</u>. Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Google’s processing of Customer Data as described in the Data Processing and Security Terms, or (c) have a material adverse impact on Customer’s rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.</p>	<p>Google may update URL terms under certain conditions. Google must provide notice of material updates to URL terms.</p>	<p>The using state agency should forward all notices of term changes to its legal counsel for advice and discussion. The using state agency should consider that this provision does not specify that Google must give prior notice, but rather simply notice. That notice may be coterminous with the change to the terms, and may lead to compliance issues if any changes are unacceptable to the State.</p>
<p>4.3 <u>Permitted Changes</u>. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google’s ability to make changes required to comply with applicable law or address a material</p>	<p>Sections 4.1 and 4.2 do not limit certain changes by Google.</p>	

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security risk, or that are applicable to new or pre-general availability Services or functionality.		
5.1 <u>Services Suspension</u> . Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google’s infrastructure supporting the Services or (b) Customer or any End User’s use of the Services does not comply with the AUP, and it is not cured following notice from Google.	Google may suspend services to comply with the law or protect Google’s infrastructure or if the using state agency does not comply with the AUP.	
5.2 <u>Limitations on Services Suspensions</u> . If Google Suspends Services, then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.	Google will provide notice of the cause for suspension of services and the suspension will be as limited as possible to resolve the cause.	
6. Technical Support . Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.		
7. Copyright . Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer’s or its End User’s copyrights and would like to notify Google, Customer can find information about submitting notices, and Google’s policy about responding to notices, at http://www.google.com/dmca.html .		
8.1 <u>Provision of Software</u> . Google may make Software available to Customer, including third-party software. Customer may choose to use the Software in connection with Customer’s use of the Services. Some Software may be subject to third-party license terms, which Google will provide to Customer.	Google may provide software, including third-party software, which may be subject to third-party license terms.	Third party license terms may not comply with Idaho law or policy. The using state agency should consult with legal counsel before accepting such terms. Further, third party licenses may incur additional cost to the using state agency (e.g. additional license fees).

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<p>8.2 <u>Ceasing Software Use</u>. If the Terms or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.</p>		
<p>9. <u>Benchmarking</u>. Customer may conduct benchmark tests of the Services (each a “<u>Test</u>”). Customer may only publicly disclose the results of such Tests if it (a) obtains Google’s prior written consent, (b) provides Google all necessary information to replicate the Tests, and (c) allows Google to conduct benchmark tests of Customer’s publicly available products or services and publicly disclose the results of such tests.</p>	<p>Benchmark tests of the services are allowed. Public disclosure of the results of benchmark tests is only allowed under certain circumstances.</p>	<p>This term may be inconsistent with the Idaho Public Records Act if the results of benchmark tests are not exempt from disclosure.</p>
<p>10. <u>Survival</u>. The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 9 (Benchmarking) and Section 12 (Additional Definitions).</p>	<p>Certain sections of the Services Schedule will continue in effect after expiration or termination of the Services Schedule.</p>	
<p>11. <u>Termination of Previous Agreements</u>. If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and the Terms will govern the provision and use of the Services going forward.</p>		
<p>12. <u>Additional Definitions</u>.</p> <p>“<u>Account</u>” means Customer’s Google Cloud Platform account.</p> <p>“<u>Admin Console</u>” means the online console(s) and tool(s) provided by Google to Customer for administering the Services under this Services Schedule.</p> <p>“<u>AUP</u>” means the then-current acceptable use policy for the Services described at https://cloud.google.com/terms/aup.</p> <p>“<u>Customer Application</u>” means a software program that Customer creates or hosts using the Services.</p> <p>“<u>Customer Data</u>” means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.</p>	<p>Defines the meaning of terms applicable only to the Services Schedule.</p>	<p>Several of the definitions are linked to URLs, including the definition of “SLA,” “AUP,” and “Services”. These terms are subject to change without notice, including application of terms not permitted by law or policy.</p>

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<p>“<u>Customer Materials</u>” means Customer Data, Customer Brand Features, Customer Applications, and Projects.</p> <p>“<u>Data Processing and Security Terms</u>” 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-terms.</p> <p>“<u>GCP Service Specific Terms</u>” means the then-current terms specific to one or more Services or Software described at https://cloud.google.com/cloud/terms/service-terms.</p> <p>“<u>GCP Technical Support Services</u>” or “<u>TSS</u>” means the then-current technical support service provided, if applicable, by Google to Customer under the GCP Technical Support Services Guidelines.</p> <p>“<u>GCP Technical Support Services Guidelines</u>” or “<u>TSS Guidelines</u>” means the then-current Google Cloud Platform support service guidelines described at https://cloud.google.com/terms/tssg/.</p> <p>“<u>Google API</u>” means any application programming interface provided by Google as part of the Services.</p> <p>“<u>Google Indemnified Materials</u>” means Google’s technology used to provide the Services and Google’s Brand Features.</p> <p>“<u>Key Services</u>” means the then-current list of Services described at https://cloud.google.com/terms/key-services. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).</p> <p>“<u>Notification Email Address</u>” means the email address(es) designated by Customer in the Admin Console.</p> <p>“<u>Prices</u>” means those prices listed in the applicable Reseller Agreement or Distributor Agreement.</p> <p>“<u>Project</u>” means a grouping of Services configured by Customer via the Admin Console.</p>		

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<p>“<u>Services</u>” means the then-current services described at https://cloud.google.com/terms/services.</p> <p>“<u>SLA</u>” means the then-current service level agreements described at https://cloud.google.com/terms/sla/.</p> <p>“<u>Software</u>” means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time.</p> <p>“<u>URL Terms</u>” means the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.</p>		
<p>In no event shall the liability of either Party in connection with this Agreement exceed \$10,000,000 (ten million dollars).</p>	<p>Outlines the limits of liability in the event of occurrence on this agreement.</p>	<p>Validate through your legal council that this limit will be sufficient to cover the State.</p>