

Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms (“General Terms”), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the “Agreement”).

Google Cloud Master Agreement General Terms

1. **Services.** After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.
2. **Customer Obligations.**
 - 2.1. **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer’s use and receipt of the Services and (b) Google’s accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.
 - 2.2. **Compliance.** Customer will (a) ensure that Customer and its End Users’ use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.
 - 2.3. **Use Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google’s Reseller or Distributor.
3. **RESERVED**
4. **Intellectual Property.**
 - 4.1. **Intellectual Property Rights.** Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other’s content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.
 - 4.2. **Feedback.** At its option, Customer may provide feedback and suggestions about the Services to Google (“Feedback”). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.
5. **Confidentiality.**
 - 5.1. **Use and Disclosure of Confidential Information.** The Recipient will only use the Disclosing Party’s Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party’s Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

- 5.2. **Legal Process.** If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.
6. **Marketing and Publicity.** Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.
7. **RESERVED.**
8. **Disclaimer.** Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.
9. **Indemnification.**
- 9.1. **Google Indemnification Obligations.** Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.
- 9.2. **Customer Indemnification Obligations.** Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.
- 9.3. **Indemnification Exclusions.** Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.
- 9.4. **Indemnification Conditions.** Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

- (a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
- (b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

- (a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.
- (b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C. § 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

- (a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
 - (i) indirect, consequential, special, incidental, or punitive damages or
 - (ii) lost revenues, profits, savings, or goodwill.
- (b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

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

- (a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

- (b) its fraud or fraudulent misrepresentation;
- (c) its obligations under Section 9 (Indemnification);
- (d) its infringement of the other party's Intellectual Property Rights;
- (e) its payment obligations under the Agreement; or
- (f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

- 11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").
- 11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.
- 11.3 RESERVED.
- 11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.
- 11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

- 12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.
- 12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.
- 12.3 RESERVED.
- 12.4 RESERVED.
- 12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.
- 12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

- 12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
- 12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.
- 12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.
- 12.12 RESERVED.
- 12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.
- 12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.
- 12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.
- 12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.
- 12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.
- 12.18 RESERVED.
- 12.19 RESERVED.
- 12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.
- 12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (**“Disclosing Party”**) discloses to the other party (**“Recipient”**) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

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

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

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

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

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

“End User” or **“Customer End User”** has the meaning described in the Services Schedule (if applicable).

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

“Fees” means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.

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

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

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

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

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

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

“Suspend” or “Suspension” means disabling or limiting access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

“URL” means a uniform resource locator address to a site on the internet.

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

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Agreement - U.S. Public Sector Partner Looker Services Schedule

This Looker Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement between the same parties to this Services Schedule. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

- 1.1. Use by Customer. Google (or Reseller or Distributor) will provide the Services to Customer by (a) providing access to an Instance for the Looker Hosted Deployment or (b) providing a license key for the Customer Hosted Deployment. Customer may only use the Services with databases and servers licensed and/or owned by Customer. Customer may configure the Services for Internal Business Purposes and External Business Purposes only to the extent authorized in the Order Form.
- 1.2. Use by Affiliates. Customer Affiliates may (i) access and use the Services as End Users, subject to the terms of Customer’s Order Form so long as Customer remains responsible for the Affiliates’ compliance with the Agreement and the applicable Order Form, or (ii) execute a separate Order Form that incorporates this Services Schedule by reference.
- 1.3. External Business Purposes. If the Order Form includes PBL and the PBL Client is bound to a written agreement with Customer that is at least as protective of Google as the rights and obligations contained in this Agreement, then Customer may make the Services available for use by PBL Users, including by embedding the Services into a Customer Application. Customer may not accept, and acknowledges that Google will not be bound by, any terms or conditions with the PBL Client that modify add to or change in any way the Agreement or Order Form.
- 1.4. Customer Responsibilities. Customer will be solely responsible, and Google disclaims responsibility for any acquisition, implementation, support or maintenance of third-party products or services purchased by Customer that may interoperate with the Services.
- 1.5. Additional Use Restrictions. Customer will not, and will not allow End Users to: (a) remove any copyright notices, trademarks or other proprietary notices or restrictions from the Services; (b) provide the Services on a time sharing, hosting, service provider or other similar basis, except as part of a Customer Application for External Business Purposes; (c) provide or obtain unauthorized access to the Services, including by sharing the log-on credentials for any End User with others; (d) circumvent any technical measures in the Software or Services; (e) conduct benchmarking tests or other comparative analysis of the Services for publication or disclosure to third parties or (f) disrupt the security, integrity or performance of the Services in any way.
- 1.6. Beta Features. Google may make Beta Features available to End Users subject to the provisions in the Looker Service Specific Terms.

2. Data Processing and Security. To the extent Customer provides Google with access to Customer Data under this Services Schedule, the following will apply:

- 2.1. Protection of Customer Data. Google will only access or use Customer Data to provide the Services and TSS ordered by Customer to 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 designed to protect the confidentiality, security, integrity, availability, and privacy of Customer Data stored in the Instance, as further described in the Data Processing Addendum. Notwithstanding any other provision of the Agreement, this Services Schedule or any other agreement related to the Services, Google will not be responsible for any breach or loss to the extent resulting from Customer’s security configuration or Customer’s administration of the Services.
- 2.2. Data Processing Addendums. The Data Processing Addendum is incorporated by reference into this Services Schedule.

3. Additional Payment Terms.

- 3.1. Usage and Invoicing. Customer will pay all Fees for the Services and TSS. Unless otherwise provided in the Agreement, the applicable Order Form or required by law, Fees for Services are non-refundable. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice, which shall be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees. If Customer exceeds the number of End Users, Scope of Use, or Deployment Attributes, Customer or the applicable Reseller or Distributor will, upon becoming aware, promptly notify the other party and the parties agree to discuss in good faith the additional Fees due by Customer for such over-deployment. The agreed upon additional Fees associated with the over-deployment will be memorialized in a new Order Form.
- 3.2. Additional Usage. Customer may purchase additional Deployment Attributes (including adding End Users) during an Order Term by executing an additional Order Form. Such purchase will have a pro-rated term ending on the last day of the applicable Order Term. Deployment Attributes cannot be decreased during the Order Term.
- 3.3. [RESERVED]
- 3.4. Services Use Review. Within 30 days of Google's reasonable written request, Customer will provide a sufficiently detailed written usage report listing the Deployment Attributes being used for each Scope of Use, the number and type of End Users using the Services during the requested period, and the Instance(s) deployed, along with the related license key(s). To the extent the usage reports can be measured by a ping from Google's license server, the ping will serve as the report. If there is a PBL deployment, Customer will provide a complete list of the software and applications where the Software and Services are deployed. If requested, Customer will provide reasonable assistance and access to information to verify the accuracy of any information provided to Google, which verification may include access to records relating to Customer's use of the Services. If the review indicates an underpayment, Customer agrees to negotiate in good faith a new or replacement Order Form that will cover the additional usage.

4. Updates to Services and Terms.

- 4.1. Changes to Services.
- (a) Limitations on Changes. 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.
- (b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.
- (c) Support. Google will continue to provide product and security updates, and TSS, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).
- 4.2. Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the 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 Addendum(if applicable), 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.
- 4.3. Permitted Changes. 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 security risk, or that are applicable to Beta Features or new or pre-general availability Services, offerings, or functionality.

5. Temporary Suspension.

- 5.1. **Services Suspension.** 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.
- 5.2. **Limitations on Services Suspensions.** If Google Suspends Services under Section 5.1 (Services Suspension), 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.
6. **Technical Support.** Unless otherwise agreed in an Order Form, Google will provide Looker Technical Support Services to Customer during the Order Term in accordance with the Looker Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications, including PBL Users using the Services for External Business Purposes.
7. **Provision of Software.** Google may make Software available to Customer in connection with Customer's use of the Services, including third-party software. Some Software may be subject to third-party license terms, which can be found at: <https://looker.com/terms/notices-and-acknowledgements>.
8. **Ceasing Software Use.** If the Agreement, this Services Schedule or the Order Form for the Services terminates or expires, then Customer will stop using the Software.
9. **[RESERVED]**
10. **Professional Services.** If Customer purchases PSO Services, such PSO Services will be provided in accordance with a separate agreement and not under this Services Schedule.
11. **Survival.** The following section of this Services Schedule will survive expiration or termination of this Services Schedule: 3 (Additional Payment Terms) and Section 13 (Additional Definitions).
12. **Termination of Previous Agreements.** If Customer has previously entered into an agreement for the Software or Services, then that agreement will terminate on the Services Start Date, and this Agreement, including the Order Form referencing this Services Schedule, will govern the provision and use of the Services going forward.
13. **Additional Definitions.**

"**AUP**" means the then-current acceptable use policy for the Services described at <https://cloud.google.com/terms/aup>

"**Beta Features**" has the meaning set forth in the Looker Service Specific Terms.

"**Covered Affiliate**" means Customer's Affiliate using the Services (i) via an Order Form that is subject to the terms of this Services Schedule, and (ii) in compliance with the Agreement and the applicable Order Form.

"**Customer Application**" means a software program that Customer creates or hosts and that uses the Services. A Customer Application may be a website.

"**Customer Data**" means (a) all data in Customer's databases provided to Google by Customer or End Users via the Services and (b) all results provided to Customer or End Users for queries executed against such data via the Services.

“Customer Hosted Deployment” means the Software installed by or for Customer at Customer’s premises or on a Customer-controlled server within a data center selected and managed by Customer. A Customer Hosted Deployment includes the In-Product Services.

“Customer Indemnified Materials” means Customer Data and Customer Brand Features.

“Data Processing Addendum” or “DPA” means the then-current terms describing data processing and security obligations with respect to Customer Data described at <https://looker.com/trust-center/legal/customers/dpst>.

“Deployment Attributes” means the quantified usage of the Services as specified on an Order Form, which include, but are not limited to the number of Instances, End Users, API calls or other licensing attributes defined by the Scope of Use.

“Documentation” means the user guides and manuals for the Services provided by Google for all Customer’s own internal use.

“End User” or “Customer End User” means an individual that Customer permits to use the Services. End Users may include employees of Customer’s Affiliates or PBL Users.

“External Business Purposes”, “PBL” or “Powered by Looker” means use of the Services by or for the benefit of Customer’s customers or clients, and their users or other third parties.

“Google Indemnified Materials” means the Services, Software and Google’s Brand Features.

“In-Product Services” means the services hosted and made accessible by Google through the Software, specifically licensing data, configuration backups, system error reports, data actions and support tickets.

“Instance” means one single configuration of the Software’s administrative settings and application database, subject to the platform restrictions detailed in the Order Form. Each Instance requires a unique license key to operate. Multiple identically configured Instances running with separate configurations are considered separate instances.

“Internal Business Purposes” means use of the Services by or for the benefit of Customer’s internal operations.

“Looker Hosted Deployment” means the Software installed by Google on a web connected platform that is run in a hosting facility designated by Google, unless otherwise agreed by the parties in an Order Form. A Looker Hosted Deployment includes the In-Product Services.

“Looker Service Specific Terms” means the then-current terms specific to the Services stated at <https://looker.com/trust-center/legal/customers/service-terms>

“Looker Technical Support Services” or “TSS” means the then-current technical support service provided by Google to Customer under the Looker Technical Support Services Guidelines.

“Looker Technical Support Services Guidelines” or “TSS Guidelines” means the then-current technical support service provided by Google to Customer described at <https://looker.com/trust-center/legal/customers/support-lss>.

“Notification Email Address” means the email address(es) designated by Customer in the Order Form.

“Order Form” means an order form issued by Google, Reseller or Distributor and executed by Customer and issuer specifying the Services Google will provide under this Services Schedule.

“PBL Client” means (i) the PBL User or (ii) Customer’s client that authorizes use of the Services by PBL Users.

“PBL User” is an individual authorized to use the Services for External Business Purposes as an End User subject to the terms of the applicable Order Form.

“Prices” means the prices agreed to by Customer and Reseller or Distributor in the applicable Reseller Agreement or Distributor Agreement.

“PSO Services” means advisory and consulting services purchased by Customer from Reseller or Distributor.

“Scope of Use” means Customer’s specific use case for the Services as defined in an Order Form, which may include limitations on Customer’s use for Internal Business Purposes and/or External Business Purposes.

“Services” means integrated platform, including cloud-based infrastructure (if applicable), and software components (including any associated APIs) that enables businesses to analyze data and define business metrics across multiple data sources. Services exclude Third Party Offerings.

“SLA” means the then-current service level agreements applicable to the Looker Hosted Deployment only, described at <https://looker.com/trust-center/legal/sla-lss>.

“Software” means any downloadable tools, including the licensed data platform provided under the Services Schedule, and any other computer software provided by Google for use in connection with the Services, and any copies, modifications, derivative works or enhancements thereto, excluding any Third-Party Offerings.

“Third-Party Offerings” means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software and (b) offerings identified in the “Third-Party Offerings” section of the Looker Service Specific Terms.

“URL Terms” means the AUP, Data Processing Addendum, Looker Technical Support Services Guidelines, and the SLAs.