**Service Specific Terms:**

( https://cloud.google.com/terms/service-terms#:~:text=Generative%20AI%20Services.-,a.,Generated%20Output%20is%20Customer%20Data.)

These Service Specific Terms are incorporated into the                         agreement under which Google has agreed to provide                         Google Cloud Platform (as described at                         <https://cloud.google.com/terms/services>)                         to Customer (the “Agreement”). If the Agreement                         authorizes the resale or supply of Google Cloud Platform                         under a Google Cloud partner or reseller program, then                         except for in the section entitled “Partner-Specific                         Terms”, all references to Customer in the Service                         Specific Terms mean Partner or Reseller (as applicable),                         and all references to Customer Data in the Service                         Specific Terms mean Partner Data. Capitalized terms used                         but not defined in the Service Specific Terms have the                         meaning given to them in the Agreement.

1. **Data                         Location**. For any Service listed at                       <https://cloud.google.com/terms/data-residency>,                       Customer may select a specific Region or Multi-Region as                       detailed in the Cloud Locations Page, and Google will                       store Customer Data for that Service at rest only within                       the selected Region or Multi-Region. Google may replicate                       that Customer Data within any other Region located within                       the country of the selected Region or within the country                       or countries of the selected Multi-Region (as applicable)                       for backup, reliability, debugging, support, maintenance,                       or security purposes. The Services do not limit the                       locations from which Customer or Customer End Users may                       access Customer Data or to which they may move Customer                       Data. For clarity, Customer Data does not include resource                       identifiers, attributes, or other data labels. Additional                       terms regarding configuration of specific Services are in                       the following sections under “Service Terms”:

a. AI/ML Data Location

b. Assured Workloads Data                       Location

Services that do not store Customer Data at-rest or process Customer                       Data in use are also listed on                       <https://cloud.google.com/terms/data-residency>.

2. **Operations of                         Communications Services**. Notwithstanding any                       telecommunications restrictions in the Agreement, Customer                       may use the Services for hosting capacity in connection                       with Customer’s provision of telecommunications                       services if (a) Customer obtains, maintains, and                       complies with all necessary regulatory licenses,                       registrations or other applicable requirements relating to                       such telecommunications services, and (b) Customer does                       not use or resell the Services to provide                       telecommunications connectivity, including for virtual                       private network services, network transport, or voice or                       data transmission.

3. **General Software                         Terms**. The following terms apply to all                       Software:

a. *License*. Google                       grants Customer a royalty-free (unless otherwise stated by                       Google), non-exclusive, non-sublicensable,                       non-transferable license during the Term to reproduce and                       use the Software ordered by Customer on systems owned,                       operated, or managed by or on behalf of Customer in                       accordance with (i) the Agreement, and (ii) if applicable,                       the Scope of Use. Customer may authorize its and its                       Affiliates' employees, agents, and subcontractors                       (collectively, “Software Users”) to use the Software in                       accordance with this subsection. Customer may make a                       reasonable number of copies of the Software for back-up                       and archival purposes. For clarity, Software does not                       constitute Services.

b. *Compliance With Scope                         of Use*. Within 30 days of Google’s reasonable                       written request, Customer will provide a sufficiently                       detailed written report describing its usage in accordance                       with the applicable Scope of Use of each Software product                       used by Customer and its Software Users during the                       requested period. If requested, Customer will provide                       reasonable assistance and access to information to verify                       the accuracy of Customer’s Software usage report(s).

c. *Other Warranties and                         Compliance*. Each party represents and warrants that                       it will comply with all laws applicable to its provision                       or use of the Software. Customer will: (i) ensure that                       Customer and its Software Users' use of the Software                       complies with the Agreement (including the Scope of                       Use) and the restrictions in the Agreement applying to                       Customer's use of the Services; (ii) use commercially                       reasonable efforts to prevent and terminate any                       unauthorized access to or use of the Software; and (iii)                       promptly notify Google of any unauthorized access to or                       use of the Software of which Customer becomes aware.

d.                       *Open Source or Third Party Terms.* If the Software                       contains open source or third-party components, those                       components may be subject to separate license agreements,                       which Google will make available to Customer. Customer is                       solely responsible for complying with the terms of any                       third parties from which Customer elects to migrate its                       workloads onto the Services, and represents and warrants                       that such third-party sources permit the use of Software                       to migrate applications away from such sources.

e. *Termination.* On                       termination or expiration of the Agreement, Customer will                       stop using all Software and delete all copies.

4. **Premium Software                         Terms**. The following terms apply only to                       Premium Software:

a. *Introduction*.                       Google makes certain Software available under the                       Agreement described as “Premium Software”                       at <https://cloud.google.com/terms/services>(“Premium                       Software”). Customer will pay applicable Fees for any                       Premium Software it obtains as described at the Fees URL.                       Premium Software is Google’s Confidential Information.

b. *Software                         Warranty*.

i. Google warrants to                       Customer that for one year from its delivery, Premium                       Software will perform in material conformance with the                       applicable Documentation. This warranty will not apply if                       (A) Customer does not notify Google of the non-conformity                       within 30 days after Customer first discovers it, (B)                       Customer modifies Premium Software or uses it in violation                       of the Agreement, or (C) the non-conformity is caused by                       any third-party hardware, software, services, or other                       offerings or materials, in each case not provided by                       Google.

ii. If Google breaches this                       warranty, then Google will, in its discretion, repair or                       replace the impacted Premium Software at no additional                       charge. If Google does not believe that repairing or                       replacing would be commercially reasonable, then Google                       will notify Customer and (A) Customer will immediately                       cease use of the impacted Premium Software and (B) Google                       will refund or credit any prepaid amounts for the impacted                       Premium Software and Customer will be relieved of any                       then-current commitment to pay for future use of the                       impacted Premium Software. Without limiting the parties’                       termination rights, this subsection states Customer’s sole                       remedy for Google’s breach of the warranty in this Section                       (Software Warranty).

c. *Software                         Indemnification*. Google’s Intellectual Property                       Rights infringement indemnity obligations under the                       Agreement apply to Premium Software, and Customer’s                       indemnity obligations under the Agreement with respect to                       Customer’s use of the Services apply to Customer’s use of                       Premium Software. In addition to any other indemnity                       exclusions in the Agreement, Google’s indemnity                       obligations will not apply to the extent the underlying                       allegation arises from modifications to Premium Software                       not made by Google or use of versions of Premium Software                       that are no longer supported by Google.

d. *Technical                         Support*. Unless otherwise specified by Google,                       Google will make TSS available for Premium Software, in                       accordance with the TSS Guidelines, for an additional                       charge.

e. *Compliance*.                       Premium Software may transmit to Google metering                       information reasonably necessary to verify that use of the                       Premium Software complies with the Scope of Use. Customer                       will not disable or interfere with the transmission of                       such metering information.

f. *Updates and                         Maintenance*. During the Term, Google will make                       available to Customer copies of all current versions,                       updates, and upgrades of Premium Software, promptly upon                       general availability, as described in the Documentation.                       Unless otherwise stated in the Documentation, Google will                       maintain the current release of Premium Software and the                       two versions immediately preceding the current release,                       including by providing reasonable bug fixes and security                       patches. Maintenance for any Premium Software may be                       discontinued with one year’s notice from Google, except                       Google may eliminate maintenance for a version and require                       upgrading to a maintained version to address a material                       security risk or when reasonably necessary to avoid an                       infringement claim or comply with applicable law.

5. **Pre-GA Offerings                         Terms**.

*a. Introduction.*                       Google may make available to Customer pre-general                       availability Google Cloud Platform features, models,                       services or software that are either not yet listed at                       <https://cloud.google.com/terms/services>                       or identified as “Early Access,” “Alpha,” “Beta,”                       “Preview,” “Experimental,” or a similar designation in                       related documentation or materials (collectively, “Pre-GA                       Offerings”). Customer's access to and use of any Pre-GA                       Offering is subject to any applicable Scope of Use. While                       Pre-GA Offerings are not Services or Software, Customer’s                       use of Pre-GA Offerings is subject to the terms of the                       Agreement applicable to Services (or Software, if                       applicable), as amended by this Section (Pre-GA Offerings                       Terms).

                      b. ***Disclaimer.* PRE-GA                         OFFERINGS ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR                         IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND.                         Pre-GA Offerings (i) may be changed, suspended or                         discontinued at any time without prior notice to                         Customer and (ii) are not covered by any SLA or Google                         indemnity. Except as otherwise expressly indicated in a                         written notice or Google documentation, (A) Pre-GA                         Offerings are not covered by TSS, and (B) the Data                         Location Section above will not apply to Pre-GA                         Offerings.**

                       c. ***Liability.* Notwithstanding anything to the contrary in any other limitation of liability Section in the Agreement, with                         respect to Pre-GA Offerings, Google will not be liable                         for any amounts in excess of the lesser of (i) the                         limitation on the amount of liability stated in the                         Agreement or (ii) $25,000. Nothing in the preceding                         sentence will affect any exclusions from any limitation                         of liability in the Agreement with respect to the                         following: (A) death or personal injury resulting from                         negligence, (B) fraud or fraudulent misrepresentation,                         (C) infringement of the other party’s Intellectual                         Property Rights, or (D) matters for which liability                         cannot be excluded or limited under applicable                         law.**

*d.* ***Data Processing.* Except as otherwise expressly indicated in a written notice or Google documentation, no data processing terms (including the Cloud Data Processing Addendum) apply to Pre-GA Offerings and Customer should not use Pre-GA Offerings to process personal data or other data subject to legal or regulatory compliance requirements.**

                       e.*Termination.* Either party may                       terminate Customer's use of a Pre-GA Offering at any time                       with written notice to the other party.

6.                       **Google-Managed Multi-Cloud.**

a. *Introduction*. The                       then-current services described as “Google-Managed                       Multi-Cloud Services” at                       <https://cloud.google.com/terms/services>("Google-Managed                       MCS") are Google services, products and features that are                       hosted on the infrastructure of a third party cloud                       provider (“MCS Third-Party Provider”). While the                       Google-Managed MCS are not Services or Software,                       Customer’s use of the Google-Managed MCS is subject to the                       terms of the Agreement applicable to Services (or                       Software, if applicable), as amended by this Section                       (Google-Managed Multi-Cloud).

b. *Admin Console*. The                       Google-Managed MCS may not be available through the Admin                       Console.

*c. MCS Third-Party Provider Relationship*.

i. To make use of the                       Google-Managed MCS, Customer must maintain an independent                       agreement, account and billing relationship with the                       applicable MCS Third-Party Provider. The Agreement does                       not obligate Google or the MCS Third-Party Provider to                       provide the MCS Third-Party Provider’s services that are                       necessary for the Customer to use the Google-Managed                       MCS.

ii. If the MCS Third-Party                       Provider makes a change to its services or terms, and                       Google reasonably concludes that its provision of the                       Google-Managed MCS is no longer commercially feasible as a                       result of the change, Google may immediately Suspend all                       or part of Customer's use of the impacted Google-Managed                       MCS, or make any other discontinuance or                       backwards-incompatible change necessary to continue to                       provide the Google-Managed MCS. To the extent Google may                       Suspend or modify the Google-Managed MCS as set forth in                       this Sections, the Google-Managed MCS are not subject to                       the Sections of the Agreement covering discontinuance and                       backwards-incompatible changes.

                      d. ***Liability*. Notwithstanding anything to the contrary in the Agreement (except subject to any unlimited liabilities expressly stated in the Agreement), to the maximum extent permitted by law, each party’s total aggregate Liability for damages arising out of or relating to the Google-Managed**                       **MCS is limited to the greater of (i) the Fees Customer paid for the Google-Managed MCS during the 12-month period before the event giving rise to liability and (ii) $25,000.**

e.                       ***Disclaimer*. Notwithstanding anything to the contrary in the Agreement, the Google-Managed**                       **MCS are not (i) covered by any SLA, unless specifically identified under the terms of the SLA, (ii) subject to any obligations for Google to provide termination or transition assistance or other technical assistance after Suspension or termination, and (iii) subject to any business continuity or disaster recovery commitments.**

7.                       **Benchmarking.** Customer may conduct                       benchmark tests of the Services (each a "Test"). Customer                       may only publicly disclose the results of such Tests if                       (a) the public disclosure includes all necessary                       information to replicate the Tests, and (b) Customer                       allows Google to conduct benchmark tests of Customer's                       publicly available products or services and publicly                       disclose the results of such tests. Notwithstanding the                       foregoing, Customer may not do either of the following on                       behalf of a hyperscale public cloud provider without                       Google's prior written consent: (i) conduct (directly or                       through a third party) any Test or (ii) disclose the                       results of any such Test.

8. **Trials.**                       Certain Services may be made available to Customer on a                       trial basis subject to parameters and any Scope of Use, as                       presented in a Fees URL, Admin Console, Documentation, or                       otherwise. Use of a trial indicates Customer’s acceptance                       of any such parameters.

9. **User Experience                         Research.** If Customer enrolls in the Google                       Cloud User Experience Research Program for Google Cloud                       Platform, 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> or                       a successor URL.

10. **PGSSI-S.** Customer will comply with                       France's General Security Policy for Health Information                       Systems (PGSSI-S) to the extent applicable.

11.                       **APIs and non-Google cloud services**. Certain APIs                       and non-Google cloud services accessible through the Admin                       Console have separate terms or privacy policies.                       Notwithstanding any reference to the Google Cloud Terms of                       Service or the Google Cloud Privacy Notice in the Admin                       Console, the API-specific terms and privacy policies will                       apply to Customer’s use of those APIs or services.

                      12. **Resource Fields Data**. Data included in Project                       Name, Project ID, or other resource fields do not                       constitute Customer Data. Do not include confidential,                       sensitive, or personally identifiable information in these                       fields.

                      13. **Google Maps Content.** Certain                       Services may incorporate features and content from Google                       Maps (“Google Maps Content”). If Customer provides its                       Google Maps Platform credentials to enable a Service to                       access Google Maps Content, such use or access is subject                       to the agreement under which Google has agreed to provide                       Google Maps Platform to Customer. Otherwise, Customer                       agrees that its use of or access to such Google Maps                       Content is subject to the then-current versions of the:                       (1) Google Maps/Google Earth Additional Terms of Service                       at                       <https://maps.google.com/help/terms_maps.html>;                       and (2) Google Privacy Policy at                       <https://www.google.com/policies/privacy/>.

14. **Survival.** The                       following Sections of these General Service Terms will                       survive expiration or termination of the Agreement: (a)                       Liability and the Disclaimer subsections in the                       Google-Managed Multi-Cloud Section and Pre-GA Offerings                       Terms, and (b) Benchmarking.

15. **Additional                         Definitions.**

“*Cloud Locations                         Page*”                       means [https://cloud.google.com/about/locations/](https://cloud.google.com/about/locations).

“*Documentation*”                       means the then-current Services and / or Software                       documentation at                       [https://cloud.google.com/docs/](https://cloud.google.com/docs).

“*Fees URL*”                       means <https://cloud.google.com/skus>.

“*Multi-Region*” means                       a defined set of Regions.

“*Region*” means a                       region from which a particular Service is offered, as                       identified at the Cloud Locations Page.

“*Scope of Use*” means                       any limits on installation or usage of Services or                       Software described at the Fees URL, Admin Console,                       Documentation, order form, or otherwise presented by                       Google.

As used throughout these                       Service Specific Terms, “Cloud Data Processing Addendum”                       (formerly referred to as the Data Processing and Security                       Terms) has the meaning given in the Agreement or, if no                       such meaning is given, means the then-current terms                       describing data processing and security obligations with                       respect to Customer Data at                       <https://cloud.google.com/terms/data-processing-addendum>.

The following terms apply only to the Service(s)                       indicated in the Section title.

**Compute**

1. **App Engine - Data                         Location.** Customer may configure App                       Engine to store Customer Data in the United States or                       European Union, and Google will store that Customer Data                       at rest only in that location. The Service does not limit                       the locations from which Customer or Customer End Users                       may access Customer Data or to which they may move                       Customer Data. For clarity, Customer Data does not include                       resource identifiers, attributes, or other data labels.

2. **Google Cloud                         VMware Engine (GCVE)**

a. *Definitions*. For                       the purposes of this Section:

“*CA Software*” means                       certain third-party software underlying GCVE, which                       includes VMware Cloud Foundation (VCF) software (for the                       avoidance of doubt, CA Software is not “Software” as                       defined in the Agreement); and

“*CA, Inc.*” means CA,                       Inc. (the entity that licenses the CA Software), its                       applicable affiliate (such as Broadcom or VMware), or a                       successor entity to either of the foregoing.

                      b*. Customer Security Obligations*. Google may                       not have access to Customer's VMware environment or be                       able to encrypt personal data in Customer's VMware                       environment.

c. *Usage Reporting*.                       Google may send certain information including usage                       metrics, location, and Customer’s status as a GCVE                       customer to CA, Inc. This information will not include                       Customer Data.

d.                       *Service Restrictions*. Customer agrees to comply                       with all of the terms and conditions listed in                       <https://cloud.google.com/vmware-engine/docs>                       or a successor URL (as such terms and conditions may be                       updated by Google from time to time), including in the                       linked “Product Restrictions” page.

e. *CA Software*. In the                       course of using GCVE, Customer may have access to copies                       of the CA Software. Customer agrees that Customer will                       maintain the appropriate entitlements to use the CA                       Software (e.g., licenses from CA, Inc. to use the CA                       Software outside of GCVE).

f.                       *Licensing Portability Customers.* If Customer is                       using a GCVE SKU that supports CA Software licensing                       portability (as described in the Documentation), then                       Customer will (i) purchase an entitlement to the CA                       Software from CA, Inc. or a reseller of CA, Inc., and (ii)                       comply with all applicable sections of its agreement                       governing such purchase. Customer acknowledges and agrees                       that if Customer purchases such entitlements, then Google                       may restrict Customer’s access to GCVE upon instruction                       from CA, Inc., in which case (A) Google will have no                       liability to Customer (including no responsibility to                       return pre-paid Fees) for such restrictions and (B)                       Customer will still be responsible for all GCVE financial                       commitments.

g.                       *Prepaid 3-Year Committed Units*. Partners purchasing                       prepaid 3-year Committed Unit(s) (as defined in “Pricing                       and Billing Terms” below) for GCVE on or after July 18,                       2024 may not use those Committed Unit(s) to make any                       multi-tenant CA, Inc. interfaces available to multiple                       customers.

h.                       *Aria Suite.* If Customer is using the “Aria Suite” in a self-managed                       capacity as part of Customer’s use of GCVE, Customer acknowledges and agrees                       that installation, configuration, maintenance, and security patching for the                       Aria Suite is Customer’s sole responsibility. Customer will ensure that the                       environment is maintained and patched in a timely manner after receiving                       patches and other updates from Google, including from a security standpoint                       (e.g., critical security patches). Further, Customer will enable Google to                       provide the support required for any use of Aria Suite. Google will not be                       responsible for any liability that ensues from Customer’s failure to comply                       with this Section.

i.                       *VMware Cloud Universal Program (“VMware Universal”).*                       VMware, Inc. (“*VMware*”) and VMware partners sell                       credits through VMware Universal that may be applied                       towards GCVE in accordance with Customer’s agreement with                       VMware. Customer’s purchase and use of GCVE through VMware                       Universal is subject to the Agreement and the following                       terms.

(i) The Agreement’s payment                       terms will not apply, and all fees will be payable to                       VMware and determined solely between VMware and Customer.

(ii)                       *Data Sharing with VMware.*

A. Google may share                       with VMware information regarding Customer’s use of GCVE                       and Google Cloud Platform.

B. Customer acknowledges                       that, to the extent Customer provides any data to VMware                       in connection with GCVE, VMware may share such data with                       Google to the extent reasonably required to provide GCVE                       (including technical support) and administer VMware                       Universal.

C. If Customer brings a                       claim under the Agreement related to GCVE, Customer                       acknowledges that VMware may disclose to Google the fees                       or other amounts paid or payable by Customer to VMware for                       GCVE, and any other terms of the agreement between                       Customer and VMware regarding GCVE or either party’s                       performance under that agreement.

(iii) *Remedies*.                       Customer will seek any applicable SLA credits and monetary                       remedies described in the Agreement from VMware (and will                       not do so from Google).

(iv) *Support*. Google                       will provide technical support to Customer in accordance                       with the Agreement. Support fees for GCVE may be charged                       by VMware to Customer.

(v)                       *Financial Commitments*. If Customer has made                       financial commitments in an Order Form or addendum to the                       Agreement, then Google may apply Customer's GCVE                       consumption (at a rate determined by Google), or a portion                       of the applicable fees Google receives from VMware, to                       those commitments.

j. *Termination*.                       Customer agrees that if Customer materially breaches                       either (i) this Section or (ii) any other provision of the                       Agreement with respect to GCVE, then Google may, at its                       discretion, opt to exercise its “Termination for Breach”                       or “Termination for Cause” right under the Agreement with                       respect to GCVE only, in which case Customer may no longer                       access GCVE but may still access other Services.

3. **BigQuery.**

                      a. **ODBC/JDBC Drivers.** The ODBC and JDBC drivers for                       BigQuery (described                       [here](https://cloud.google.com/bigquery/docs/reference/odbc-jdbc-drivers))                       are “Software” as defined in the Agreement and their use                       is subject to the “General Software Terms.” These drivers                       may only be used with BigQuery.

b. **Analytics Hub**

(i) *Introduction*.                       Analytics Hub helps BigQuery customers publish and share                       sets of Customer Data (“Datasets”) with other BigQuery                       customers as subscribers. Datasets are organized into                       shared repositories (“Exchanges”) with each Dataset’s                       listings including additional listing information                       (“Listing Materials”) managed by the administrator of that                       Exchange (“Exchange Administrator”).

                      (ii) *Exchange Administrators*. When acting as an                       Exchange Administrator: (A) Customer Listing Materials are                       considered Customer Data and (B) Customer is responsible                       for any Datasets listed in its Exchange, including                       handling takedown requests and securing necessary rights                       and consents.

(iii) *Disclaimer*.                       Google is not responsible for and will have no liability                       for (A) any terms or relationships between Customer and                       any third party or (B) any Datasets.

4. **Looker Studio.**

This Agreement only applies                       to (a) Looker Studio Pro or (b) Looker Studio if Customer                       has selected it to govern in the Admin Console.

5.                       **Google Earth Engine.**

*a. Non-Commercial Use.* Use of the free,                       non-commercial / research activities edition of Google                       Earth Engine is subject to the terms at                       <https://earthengine.google.com/terms/>                       or a successor URL, which may be updated by Google                       periodically.

                      b. *Incorporation into Applications*. Customer                       may not allow End Users of Customer’s Applications to                       directly access or interact with the Google Earth Engine                       APIs unless those End Users have their own Google Cloud                       Platform Accounts and have access to Google Earth Engine                       from those Accounts.

6. **Compute Engine.**

a.                       *Future Reservations.* Customer may request a future                       reservation, as described at                       <https://cloud.google.com/compute/docs/future-reservations>                       (or a successor URL), by following the instructions at                       that URL. Google will determine in its sole discretion                       whether to approve each future reservation request, and                       approval will not be unreasonably withheld or delayed.                       Reserved VMs may not be transferred or shared amongst                       multiple customers by Customer (if the Customer is a                       reseller or supplier of Google Cloud Platform).

**Networking**

7. **Cloud Interconnect                         - Partner Interconnect.** Customer will                       independently engage a network service provider who has                       agreed with Google to supply connectivity between Customer                       and Google under Google’s partner terms for Partner                       Interconnect. Google is not responsible for any issues                       arising outside of Google’s network.

8. **Cloud NGFW                         and** **Cloud Intrusion Detection                         System (Cloud IDS).** Notwithstanding anything to                       the contrary in the “Benchmarking” section of the General                       Service Terms of these Service Specific Terms, Customer                       will not, and will not allow End Users to, disclose,                       publish, or otherwise make publicly-available any                       benchmark, or performance or comparison tests that are run                       on either the edition of Cloud NGFW titled “Cloud NGFW                       Enterprise” or Cloud IDS and that are conducted by                       Customer or an End User (or a third party authorized by                       Customer or an End User).

9. **Network                         Connectivity Center (NCC).** Notwithstanding any                       telecommunications restrictions in the Agreement,Customer may use NCC only in the countries listed at                       <https://cloud.google.com/network-connectivity/docs/network-connectivity-center/concepts/locations>.                       In order for Customer to use NCC, Customer must establish Virtual Private                       Cloud (VPC) presence with Google Cloud and may only use NCC in combination                       with that VPC service offering.

10.                       **Spectrum Access System**

                      a.*Governing Agreement.* This Section 9                       (Spectrum Access System) only applies to Customers                       procuring SAS under the terms of this Agreement.

b.                       *Additional Customer Obligations.* Customer is solely                       responsible for (i) the installation, operation,                       maintenance, and repair of Registered CBSDs; (ii)                       staffing, instructing, and managing personnel performing                       the installation, operation, maintenance, and repair of                       Registered CBSDs; (iii) ensuring that such personnel are                       certified by WInnForum to the extent required by                       applicable law; and (iv) procuring and maintaining                       connectivity with Spectrum Access System to enable the                       ordering and registration of CBSDs and the use of                       Registered CBSDs. For clarity, Section 2(b) (Operations of                       Communications Services) in the General Services Terms of                       these Service Specific Terms does not prohibit Customer                       from using Spectrum Access System in compliance with this                       Section 9 (Spectrum Access System).

c. *Applicable Law*.                       Spectrum Access System is subject to Federal                       Communications Commission (“FCC”) regulations. Each party                       will comply with the rules and implementing orders of the                       FCC (including 47 C.F.R. Part 96), the Department of                       Defense, and the National Telecommunications and                       Information Administration, along with the duly adopted                       Release 1 standards of WInnForum, to the extent applicable                       to that party’s provision, receipt, or use of Spectrum                       Access System.

d. *No Personal Data*.                       Except for any Customer Account Information that may                       include personal data, Customer will not provide any CBSD                       Endpoint User Information or other regulated data to                       Google through Customer’s use of Spectrum Access System.

e. *Definitions*.

“*CBSD*” means a device                       with a radio access point that is certified by the FCC to                       operate in the Citizens Broadband Radio Services                       band.

                      “*CBSD Registration Information*” means data relating                       to the location, identification, operating parameters, and                       other aspects of Registered CBSDs.

“*CBSD Reporting Data*”                       means the anonymized or aggregated data and metadata                       Google receives from the Registered CBSDs during                       Customer’s use of Spectrum Access System.

“*CBSD Endpoint*” means                       a device that may establish wireless connectivity with the                       authorization of a Registered CBSD.

“*CBSD Endpoint User*”                       means an individual that uses any CBSD Endpoint.

                      “*CBSD Endpoint User Information*” means any                       information, data, or content relating to a CBSD Endpoint                       User, including (i) billing and usage information,                       passwords, and PINs; (ii) *transmitted* or received                       content information; (iii) authentication                       information and any other demographic information; and                       (iv) other information in connection with use by a                       CBSD Endpoint User of a CBSD Endpoint on any Registered                       CBSD or network of Registered CBSDs (excluding any                       information that may qualify as CBSD Registration                       Information or CBSD Reporting Data).

                      “*Customer Account Information*” means information                       provided by Customer in connection with the registration                       of CBSDs, which consist of (i) contact and account                       information for Customer; (ii) identification                       information for all Registered CBSDs registered to                       Customer, as prescribed by WInnForum standards;                       (iii) identifying information for all groups of CBSDs                       for Customer; and (iv) information relating to                       Customer’s priority access licenses (as applicable),                       including identification numbers, boundary information,                       protection area, CBSD cluster lists, grouping information,                       and any leases of such priority access licenses.

“*Registered CBSD*”                       means a CBSD that is registered with Google and operated                       by Customer via Spectrum Access System.

“*WInnForum*” means the                       Wireless Innovation Forum or any successor organization.

**Developer Tools**

                      11. **Assured Open Source Software (AOSS).** TSS is not                       available for free tiers of AOSS.

**Data Analytics**

                      12. **Looker (Google Cloud core).** If                       Google’s measurement tools are unable to confirm                       Customer’s usage of the Services, then (a) within 30 days                       of Google’s request, Customer will provide a                       sufficiently-detailed written report describing usage of                       the Looker (Google Cloud core) Service by Customer and End                       Users during the requested period, and (b) Customer will                       provide reasonable assistance and access to information to                       verify the accuracy of Customer’s usage report(s).

**AI / ML Services**

13. **Definitions**

                      “*Customer Adapter Model*” means an adapter model                       that Customer creates using its Customer Data with an                       AI/ML Service.

“*Customer Model*” means                       (i) a model that Customer creates without using a Google                       Pre-Trained Model or (ii) a model owned by Customer that                       Customer uploads, fine tunes, or deploys in AI/ML                       Services. Customer Models do not include Customer Adapter                       Models.

                      “*Fine-Tuned Google Model*” means an uptrained model                       that Customer creates by using an AI/ML Service to retrain                       or fine-tune a Google Pre-Trained Model using Customer                       Data.

“*Google Customer-Trained                         Model*” means a model trained or retrained by                       Customer that leverages Google’s pre-existing intellectual                       property using an AI/ML Service and not released as an                       open model under an open source or other license.

“*Google Models*” means                       Google Pre-Trained Models, Fine-Tuned Google Models, and                       Google Customer-Trained Models.

                      “*Google Pre-Trained Model*” means a model trained by                       Google and not released as an open model under an open                       source or other license.

“*Separate Offering*”                       means a model, dataset, application, product, service,                       solution, or any other offering that Google makes                       available for a Customer’s use with AI/ML Services that is                       subject to terms and conditions separate from the                       Agreement, such as an open source license, third party                       terms, or other terms.

                      14. **Intellectual Property Terms for AI/ML Services**

a.                       *Non-Google Models*. As between                       Customer and Google and in connection with use of an AI/ML                       Service (as described at                       <https://cloud.google.com/terms/services>),                       Google does not assert any ownership rights in (i)                       Customer Models, (ii) Customer Adapter Models, or (iii)                       Separate Offerings, each to the extent they do not contain                       any pre-existing Google intellectual property.

b. *Google Models*.                       Customer will have sole access to use Fine-Tuned Google                       Models and Google Customer-Trained Models. Neither Google                       nor any third party not authorized by Customer may access                       or use Fine-Tuned Google Models and Google                       Customer-Trained Models, including after expiration or                       termination of the Agreement. Google owns all Intellectual                       Property Rights in Google Models. Where permitted by the                       AI/ML Service, any exported Fine-Tuned Google Model is                       licensed as Software.

15.                       **AI/ML Data Location.** Customer may configure the                       Services listed at                       <https://cloud.google.com/terms/data-residency>                       to (a) store Customer Data at rest and (b) perform machine                       learning processing of Customer Data by the Service, in                       each case in a specific Multi-Region, and Google will                       perform (a) and (b) only in that Multi-Region. For                       clarity, Customer Data does not include resource                       identifiers, attributes, or other data labels.

16.                       **Use Restrictions for AI/ML Services**.

a.                       *Competitive Use.* Customer will not, and will not                       allow End Users to use an AI/ML Service or Generated                       Output to develop a similar or competing product or                       service. Google may immediately suspend or terminate                       Customer's use of any AI/ML Service based on any suspected                       violation of the preceding sentence. This                       restriction does not apply to Vertex AI Platform so                       long as Customer does not use a Google Pre-Trained Model.

                      b*. Model Restrictions.* Customer will not, and                       will not allow End Users to, use output from an AI/ML                       Service (including Generated Output) to: (i) substitute,                       replace, or circumvent the use of a Google Model, directly                       or indirectly, or (ii) create or improve models similar to                       a Google Model. However, if an AI/ML Service offers the                       feature of fine-tuning, Customer may use output from that                       AI/ML Service (including Generated Output) to create and                       use Fine-Tuned Google Models instead of Google Pre-Trained                       Models.

c.                       *No Reverse Engineering*. Customer will not, and will                       not allow End Users to, reverse engineer or extract any                       components of an AI/ML Service, Software, or its models                       (such as using prompts to discover training data). Google                       may immediately suspend or terminate Customer's use of any                       AI/ML Service based on any suspected violation of the                       preceding sentence.

17.                       **Training Restriction**. Google will not use Customer                       Data to train or fine-tune any AI/ML models without                       Customer's prior permission or instruction.

18.                       **Separate Offerings and Customer Models**

*a. Use of Separate Offerings on the Google Cloud Platform*.                       Customer’s use of Separate Offerings is subject to                       separate terms and conditions.

b.                       *Disclaimer and Indemnity*. Google disclaims all                       liability arising from Customer’s use of Separate                       Offerings and Customer Models, and Google’s                       indemnification obligations do not apply to allegations                       arising from Separate Offerings or Customer Models.

19. **Generative AI                         Services.**

a.                       *Definition.*“Generated Output” means the                       data or content generated by a Generative AI Service                       prompted by Customer Data. Generated Output is Customer                       Data. As between Customer and Google, Google does not                       assert any ownership rights in any new intellectual                       property created in the Generated Output.

b. *Disclaimer.*                       **Generative AI Services (as described at** [**https://cloud.google.com/terms/services**](https://cloud.google.com/terms/services)**)                         use emerging technology, may provide inaccurate or                         offensive Generated Output, and are not designed for or                         intended to meet Customer’s regulatory, legal, or other                         obligations. Customer acknowledges that a Generative AI                         Service may, in some scenarios, produce the same or                         similar Generated Output for multiple                         customers.**

c. *Prohibited Use                         Policy*. For the purposes of Generative AI Services,                       the Prohibited Use Policy located at                       <https://policies.google.com/terms/generative-ai/use-policy>,                       as may be updated from time to time, is incorporated into                       the AUP.

d. *Age Restrictions*.                       Customer will not, and will not allow End Users to, use a                       Generative AI Service as part of a website, Customer                       Application, or other online service that is directed                       towards or is likely to be accessed by individuals under                       the age of 18.

e. *Healthcare                         Restrictions*. Customer will not, and will not allow                       End Users to, use the Generative AI Services for clinical                       purposes (for clarity, non-clinical research, scheduling,                       or other administrative tasks is not restricted), as a                       substitute for professional medical advice, or in any                       manner that is overseen by or requires clearance or                       approval from any applicable regulatory authority.

f. *Suspected                         Violations*. Google may immediately suspend or                       terminate Customer's use of a Generative AI Service based                       on any suspected violation of Section 16(b) or subsection                       (d) above.

g. *Restrictions*. The                       restrictions contained in subsections (d) and (e) above                       are deemed to be “Restrictions” or “Use Restrictions”                       under the applicable Agreement.

h.                       *Handling of Prompts and Generated Output.*                       Absent Customer’s prior permission or instruction, Google                       will not store outside Customer’s Account (i) Customer                       Data prompted to a Generative AI Service for longer than                       is reasonably necessary to create the Generated Output, or                       (ii) the Generated Output.

i.                       *Additional Google Indemnification Obligations*.

(i) *Generated Output.*                       Google’s indemnification obligations under the Agreement                       also apply to allegations that an unmodified Generated                       Output from a Generative AI Indemnified Service using only                       Google Pre-Trained Model(s), a Fine-Tuned Google Model, or                       a Customer Adapter Model used with a Google Pre-Trained                       Model infringes a third party’s Intellectual Property                       Rights. This subsection (i) (Generated Output) does not                       apply if the allegation relates to a Generated Output                       where: (1) Customer creates or uses such Generated Output                       that it knew or should have known was likely infringing,                       (2) Customer (or Google at Customer’s instruction)                       disregards, disables, modifies, or circumvents source                       citations, filters, instructions, or other tools Google                       makes available to help Customer create or use Generated                       Output responsibly, (3) Customer uses such Generated                       Output after receiving notice of an infringement claim                       from the rightsholder or its authorized agent, (4) the                       allegation is based on a trademark-related right as a                       result of Customer’s use of such Generated Output in trade                       or commerce, or (5) Customer does not have the necessary                       rights to the Customer Data used to customize or retrain                       the Fine-Tuned Google Model or Customer Adapter Model, or                       customize such Generated Output using a Generative AI                       Service. “Generative AI Indemnified Service” means a                       Service or feature listed at                       <https://cloud.google.com/terms/generative-ai-indemnified-services>,                       where the use of such Service or feature is not provided                       to Customer free of charge.

(ii) *Training Data.*                       Google’s indemnification obligations under the Agreement                       also apply to allegations that Google’s use of training                       data to create any Google Pre-Trained Model utilized by a                       Generative AI Service infringes a third party’s                       Intellectual Property Rights. This indemnity does not                       cover allegations related to a specific Generated Output,                       which may be covered by subsection (i) (Generated Output)                       above.

j.                       *Modifying, Disregarding, or Disabling Safety Filters*.                       Google makes available safety filters for certain                       Generative AI Services. Customer is solely responsible for                       (i) its use, non-use, or modification (including                       modifications made by Google at Customer’s instruction) of                       safety filters in creating Generated Output, and (ii)                       disregarding safety instructions or Documentation.

                      k*. Grounding with Google Search*. “Grounding with                       Google Search” is a generative AI feature of Vertex AI                       that provides Grounded Results and Search Suggestions.                       “Grounded Results” mean responses that Google generates                       using the prompt from the End User, contextual information                       that Customer may provide (as applicable), and results                       from Google’s search engine. “Search Suggestions” (also                       known as “Search Entry Points”) mean search suggestions                       that Google provides with the Grounded Results. If a                       Grounded Result is clicked on, separate terms (not these                       terms) govern the destination page. If a Search Suggestion                       is clicked on, the                       [Google Terms of Service](https://policies.google.com/terms)                       govern the                       [google.com](https://google.com)                       destination page. Grounded Results and Search Suggestions                       are Generated Output. “Links” are any means to fetch web                       pages (including hyperlinks and URLs) which may be                       contained in a Grounded Result or Search Suggestion. Links                       also include titles or labels provided with those means to                       fetch web pages. Excluding a Customer-owned web domain,                       Customer will not assert ownership rights in any                       intellectual property in Search Suggestions or Links in                       Grounded Results.

(i)                       *Use Restrictions for Grounding with Google Search*.                       Customer:

1. Will only use Grounding                       with Google Search in a Customer Application that is owned                       and operated by the Customer and will only display the                       Grounded Results with the associated Search Suggestion(s)                       to the End User who submitted the prompt.

2. Will not, and will not                       allow its End Users or any third party to, store (except                       as provided below), cache, copy, frame, implement any                       click tracking, Link-tracking or other monitoring of                       (except as provided below), syndicate, resell, analyze,                       train on, or otherwise learn from Grounded Results or                       Search Suggestions.

- Customer may store the                       text of the Grounded Results (excluding Links):

(1) that were displayed                       by Customer for up to thirty (30) days only to evaluate                       and optimize the display of the Grounded Results in the                       Customer Application;

(2) in the chat history of                       an End User of the Customer Application for up to six (6)                       months only for the purpose of allowing that End User to                       view their chat history.

- Customer may monitor End                       User interactions with their Customer Application                       interface, however, Customer will not track whether those                       interactions were specifically with a given Search                       Suggestion or Grounded Result (in each case, in whole or                       in part, including any specific Links).

3. Unless permitted by                       Google in writing (including in the Documentation):

- will not modify, or                       intersperse any other content with, the Grounded Results                       or Search Suggestions; and

- will not place any                       interstitial content between any Link or Search Suggestion                       and the associated destination page, redirect End Users                       away from destination pages, or minimize, remove, or                       otherwise inhibit the full and complete display of any                       destination page.

(ii)                       *Storage for Debugging and Testing*. Customer                       acknowledges that it is reasonably necessary for Google to                       store prompts, contextual information that Customer may                       provide, and Generated Output for thirty (30) days for the                       purposes of creating Grounded Results and Search                       Suggestions, and since such information is being stored,                       Customer instructs Google that the stored information can                       be used for debugging and testing of systems that support                       Grounding with Google Search.

(iii) *Guidelines*. The                       [Client Application Guidelines](https://support.google.com/adsense/answer/10926790)                       apply to the Customer’s use of Grounding with Google                       Search. For purposes of the Client Application Guidelines,                       Customer Applications that are using Grounding with Google                       Search are considered Approved Applications.

(iv) *Survival*. This                       subsection “Grounding with Google Search” will survive                       termination or expiration of the Agreement, as applicable.

                      l*. Provisioned Throughput*. Provisioned Throughput                       is a feature of the Vertex AI API. If Customer uses                       Provisioned Throughput, Google will use commercially                       reasonable efforts to prioritize Customer’s throughput for                       its API calls to the designated models available through                       Generative AI on Vertex AI. Notwithstanding any other                       provision of the Agreement related to product                       discontinuation, Google may discontinue Provisioned                       Throughput for any model available through Generative AI                       on Vertex AI by providing Customer at least 6 months’                       prior notice, with no notice required if Google replaces                       such functionality with materially similar functionality.

20.                       **Vertex AI Search.** With respect to this                       Service, Customer may use only Customer Data and web                       domains that it owns or is authorized to utilize.

21. **Vertex AI Studio**.                       With respect to this Service’s integration with YouTube,                       Customer may use only Customer Data and Content (as                       defined in the                       [YouTube Terms of Service](https://www.youtube.com/static?template=terms))                       that it owns or is authorized to use through the YouTube                       integration feature.

22.                       **Celebrity Recognition.** Customer will use celebrity                       recognition functionality in Cloud Vision and Video                       Intelligence API on celebrities, only with                       professionally-filmed media content that Customer owns or                       is authorized to use, and not for any surveillance-based                       purpose.

23. **Google Cloud Contact Center as a Service                       (CCaaS) (formerly Contact Center AI (CCAI) Platform)**

a.*No Access to                         Emergency Services.*Google Cloud CCaaS does not                       function as a telephonic or other communication service. The                       Service cannot send or receive emergency calls or texts, and will not be used                       for emergency services.

b. *Bring Your Own Carrier                         (“BYOC”).* In the BYOC model, Customer is                       responsible for obtaining telephony services from a third                       party and for all associated costs. Customer and its                       telephony provider are solely responsible for compliance                       with any regulatory and licensing requirements for such                       telephony services.

24.                       **Cloud Translation API.** Customer will comply with                       the HTML Markup Requirements found at                       <https://cloud.google.com/translate/markup>                       and the attribution requirements found at                       <https://cloud.google.com/translate/attribution>.

25.                       **Speech on Device (SOD) / Automotive AI Agent (AAA) Premium Software.** Customer’s                       license to the Premium Software components of SOD and AAA                       is limited to using the Premium Software locally on                       activated, designated devices. Only Customers who                       subscribe to TSS are eligible to receive updates to the                       Premium Software. Upon termination or expiration of                       Customer’s Order Form for SOD/AAA, Customer will                       permanently delete the Premium Software and                       associated SOD/AAA models (except those models on                       already-activated devices) and may not use SOD/AAA to                       perform any additional activations or distribute any more                       devices. Notwithstanding anything to the contrary in the                       “License” subsection of the “General Software Terms”                       above, the following apply:

(a) Customer may sublicense                       the Premium Software included as part of SOD/AAA to the                       extent necessary for using it on End User devices;

(b) Customer’s license to                       such Premium Software will be perpetual to the extent that                       it remains on any device after the Term.

26.                       **Automotive AI Agent**. Automotive AI Agent models                       created by Customer based on Google Pre-Trained Models are                       Fine-Tuned Google Models as defined in these Service                       Specific Terms.

27.                       **Visual Inspection AI.** Customer may only download                       from Visual Inspection AI containerized Solution Artifacts                       (as described in the Documentation and licensed as                       Software) for the duration and number of cameras                       designated when downloaded by Customer in the Admin                       Console.

28. **Retail Search.** If                       Customer provides results for any query in a different                       order than the ranked order returned by Retail Search                       (“Alternative Ranking”), then (a) Google will not provide                       any support (including TSS) in relation to this                       Alternative Ranking and (b) Customer forfeits any rights                       granted by Google to use Google Brand Features in                       connection with Retail Search.

29.                       **Anti Money Laundering AI.** The Service may only be                       used for Customer’s (or its own customers’) detection of                       money-laundering activities as part of an anti money                       laundering (AML) compliance program. Customer will comply                       with the service limits defined in the Documentation and                       ensure that Service outputs are subject to human                       oversight, investigation, and evaluation by trained AML                       compliance personnel. Google may suspend or terminate                       Customer’s use of the Service based on any suspected                       violation of the foregoing obligations.

**API Management**

30. **Apigee**.                       Customer acknowledges and agrees that Customer will be                       charged overage Fees for usage of the Services in excess                       of Customer’s subscription amount. If Customer is                       using Apigee Edge Team or Apigee Edge Business, the Fees                       for these overages are listed at                       <https://cloud.google.com/apigee/pricing/edge-overage>.

**Bare Metal**

                      31. **Bare Metal Solution**

***a. Liability***. **Notwithstanding anything to the contrary in the Agreement (except subject to any unlimited liabilities expressly stated in the Agreement), to the maximum extent permitted by law, each party’s total aggregate Liability for damages arising out of or relating to Bare Metal Solution is limited to the greater of (i) the Fees Customer paid for Bare Metal Solution during the 12 month period before the event giving rise to liability and (ii) $25,000. This Section will survive expiration or termination of the Agreement.**

*b. Bare Metal Solution Proof of Concepts*. Customer                       may not use Bare Metal Solution proof of concepts and                       trials in connection with any production workloads.

**Migration**

32.                       **Transfer Appliance Service.**

*a. Trade Compliance*.

(i) In case of cross-border                       shipments of Appliance Materials, Customer may be                       responsible for export clearance and licensing (if                       applicable). Appliance Materials may be dual-use goods                       (including under Export Control Number 5A002) and subject                       to export restrictions. Google may designate a carrier to                       act as Customer's agent with the relevant customs and tax                       authorities to import or export the Appliance Materials,                       and Customer will cooperate with Google and its carrier,                       including providing export classification information and                       acting as the importer or exporter of record. Customer                       will not ship Appliance Materials except as authorized in                       writing by Google.

(ii) Without limiting                       Customer’s obligation to comply with all laws applicable                       to its receipt or use of Appliance Materials (including                       any prohibitions on exporting, re-exporting or                       transferring Appliance Materials to comprehensively                       embargoed United States countries and regions), Customer                       may not export, re-export or transfer Appliance Materials                       to Russia or for use in Russia except as authorized in                       writing by Google.

*b. Responsibility for Appliance Materials*. While                       Appliance Materials are in its control, Customer is                       responsible for any loss or damage and will use                       appropriate security measures to protect them.

*c. Sole Remedy.* Customer's sole remedy in                       connection with any unsuccessful attempt to complete the                       Transfer Appliance Service is for Google to use reasonable                       efforts to re-perform the Transfer Appliance Service.

The Service Specific Terms                       for the Transfer Appliance Service are also applicable to                       Google Distributed Cloud connected Appliance Service                       excluding the “Sole Remedy” subsection above.

“*Appliance Materials*”                       means the materials provided by Google or its                       Subprocessors in connection with the Transfer Appliance                       Service or the Google Distributed Cloud connected                       Appliance Service, as applicable, including hardware and                       software.

**Security and Identity**

33. **Assured                         Workloads.**

*a. General*. Google                       will provide TSS for Assured Workloads in accordance with                       Customer-selected controls. It is Customer's                       responsibility to determine whether Customer-selected                       Admin Console controls are adequate for Customer’s                       purposes.

*b. Assured                         Workloads Data Location*. If Customer is using                       Assured Workloads and configures any Service listed in the                       “Assured Workloads” section of                       <https://cloud.google.com/terms/data-residency>                       for data location as described in the General Service                       Terms Section 1 (Data Location), then in addition to                       Google's data location commitments under that Section 1                       (Data Location), Google will process Customer Data in use                       by the configured Service (not including in any user                       interface) only within the country of the selected Region                       or within the country or countries of the selected                       Multi-Region (as applicable). If the selected Region or                       Multi-Region is located in the European Union, Google will                       process Customer Data in use by the configured Service                       only within the European Union (but not necessarily in the                       same country).

Further, Assured Workloads                       enables Customer to prevent Google personnel located                       outside the Customer-selected Region or Multi-Region from                       accessing Customer Data in an Assured Workloads                       environment, as specified in the Documentation.

*c. ITAR Data.* Notwithstanding any restriction on                       the access or use of the Services for materials or                       activities subject to ITAR in the Agreement, Customer may                       access or use the Services with software or technical data                       subject to ITAR if Customer uses Assured Workloads                       Services explicitly identified in the Documentation as                       being compatible with ITAR requirements.

d.                       *Federal Risk and Authorization Management Program (FedRAMP) and Department of Defense Cloud Security Requirements Guide (DoD SRG).*                       Certain Google Services have received FedRAMP or DoD SRG                       Authority to Operate (“ATO”) for defined Services. FedRAMP                       ATO Services are currently described at                       <https://cloud.google.com/security/compliance/fedramp>                       and DoD SRG ATO Services are currently described at                       <https://cloud.google.com/security/compliance/disa>.                       Customers are responsible for complying with the relevant                       FedRAMP and SRG requirements when using the Services,                       including the requirements in the Customer Responsibility                       Matrix (“CRM”). The CRM is a part of the Google Services                       System Security Plan maintained by the FedRAMP Program                       Management Office, and is available to government                       customers upon request. Customer may not use any Services                       to store or process classified information data.

34. **Access                         Approval.** Use of Access Approval may increase                       response times for TSS, and Customer will be responsible                       for any disruption or loss as a result of Customer denying                       or delaying approval via Access Approval. The SLAs do not                       apply to any Service disruption impacted by Customer’s use                       of Access Approval.

35.                       **Security Command Center.**

a. *Data Processing.* In                       order to protect your assets against new and evolving                       threats, Security Command Center analyzes data related to                       misconfigured assets, indicators of compromise in logs,                       and attack vectors. This activity may include processing                       to improve service models, identifying recommendations to                       harden customer environments, collecting metrics to                       evaluate the effectiveness and quality of services, and                       conducting experiments to optimize the user experience.

b.                       *Cryptomining Protection Program.* Customer’s use of                       Security Command Center Premium is subject to the terms of                       the                       [Security Command Center Cryptomining Protection Program](https://cloud.google.com/security-command-center/cryptomining-protection-program)                       (“Cryptomining Protection Program”). Google reserves the                       right to update or discontinue the Cryptomining Protection                       Program upon 30 days notice.

                      c. *Security Command Center Enterprise.* The                       [SecOps Service Specific Terms](https://cloud.google.com/terms/secops/service-terms)                       (and, other than this subsection, not these Google Cloud                       Platform Service Specific Terms) apply to your use of the                       Google Security Operations and Mandiant Attack                       Surface Management components (as each is described in the                       [SecOps Services Summary](https://cloud.google.com/terms/secops/services))                       of Security Command Center Enterprise.

36. **Cloud Identity                         Services.** The following terms apply only                       to the Cloud Identity Services provided under this                       Agreement:

a. *Use of Google                         Workspace Components*. Customer’s use of the Google                       Workspace Components is subject to any applicable                       provisions of the then-current Google Workspace Service                       Specific Terms at                       <https://workspace.google.com/intl/en/terms/service-terms/>,                       which provisions are incorporated by reference into this                       Agreement.

b. *Additional                         Products*. Google makes optional Additional Products                       available to Customer and Customer End Users through the                       Cloud Identity Services. Customer’s use of Additional                       Products is subject to the Additional Product Terms.

c. *Governing                         agreement*. Customer’s use of Cloud Identity                       Services under the Account, will be governed by: (i)                       Customer's Google Workspace agreement; (ii) this                       Agreement; or (iii) the terms at                       <https://cloud.google.com/terms/identity>,                       if and as applicable, depending on which is in effect.                       This Section will survive expiry or termination of this                       Agreement.

d. *Definitions*.

“*Additional                         Products*” means products, services and applications                       that are not part of the Services but that may be                       accessible for use in conjunction with the Services.

“*Additional Product                         Terms*” means the then-current terms at                       <https://workspace.google.com/intl/en/terms/additional_services.html>.

“*Google Workspace                         Components*” has the meaning given in the                       then-current services summary for Cloud Identity Services                       at                       <https://cloud.google.com/terms/identity/user-features>.

“*Google Workspace*”                       means the then-current services described at                       <https://workspace.google.com/terms/user_features.html>

37. **Firebase                         Authentication and Identity Platform.**

a. *Phone                         Authentication*. Google temporarily stores phone                       numbers provided for authentication to improve spam and                       abuse prevention across Google services. Phone numbers are                       not logically isolated for a given customer's end users.                       Customer should obtain appropriate end-user consent before                       using the Firebase Authentication or Identity Platform                       phone number sign-in service.

b. *Other Authentication                         Services*. Use of Google Sign-In for authentication                       is subject                       to [Google’s API Services: User Data Policy](https://developers.google.com/terms/api-services-user-data-policy).                       Google is not responsible for any third-party sign-in                       service used with Firebase Authentication or Identity                       Platform.

c. *reCAPTCHA Notice                         Requirement*. Customer agrees to explicitly inform                       Customer End Users of phone authentication features that                       their use of reCAPTCHA is subject to the                       Google [Privacy Policy](https://www.google.com/policies/privacy/) and [Terms of Use](https://www.google.com/policies/terms/).                       For users in the European Union, you and your                       Application(s) must comply with                       the [EU User Consent Policy](https://www.google.com/about/company/user-consent-policy/).                       Google collects hardware and software information, such as                       device and application data, through reCAPTCHA only as                       necessary to provide, maintain, and improve the Service,                       and for general security purposes. Such information will                       not be used for any other purpose, such as personalized                       advertising by Google.

38. **reCAPTCHA                         Enterprise.**

a. *Information*.                       Google collects hardware and software information, such as                       device and application data, through reCAPTCHA Enterprise                       only as necessary to provide, maintain, and improve the                       Service, and for general security purposes. Such                       information will not be used for any other purpose, such                       as personalized advertising by Google.

b. *Terms.* Customer                       will inform applicable Customer’s End Users that Customer                       has implemented reCAPTCHA Enterprise on its properties and                       that Customer’s End Users' use of reCAPTCHA Enterprise is                       subject to the                       [Privacy Policy](https://policies.google.com/privacy)                       and                       [Terms of Use](https://policies.google.com/terms).

c. *Use.* reCAPTCHA                       Enterprise may only be used to fight fraud and abuse on                       Customer's properties, and not for any other purposes,                       such as determining credit worthiness, employment                       eligibility, financial status, or insurability of a user.

d. *Customer*                       *Privacy Policy*. Customer will provide and adhere to                       a privacy policy for its API client that clearly and                       accurately describes to applicable Customer End Users what                       user information Customer collects and how Customer uses                       and shares such information with Google and third parties.                       Customer will be responsible for providing any necessary                       notices or consents for the collection and sharing of this                       data with Google. Customer and its API client(s) will                       comply with the                       [EU User Consent Policy](https://www.google.com/about/company/user-consent-policy.html).

39. **Web                         Risk.**

a. *Attribution*.                       Customer may display a warning about unsafe web resources                       for a particular site based on verification against                       Google’s list of unsafe sites provided that (i) the                       applicable Customer Application has received from Google                       an updated list (via the applicable API method) before the                       expiration time provided by the applicable API response or                       within 30 minutes if no expiration time is specified; and                       (ii) Customer provides attribution and conspicuous notice                       that the reliability and accuracy of the protection cannot                       be guaranteed using language similar to the “Advisory                       Notice” subsection below.

b. *Advisory Notice*.                       Google works to provide the most accurate and up-to-date                       information about unsafe web resources, but cannot                       guarantee that its information is comprehensive and                       error-free: some risky sites may not be identified, and                       some safe sites may be identified in error.

c.                       *Brand Protection, Evaluate and Submission APIs.*                       Google uses URLs and associated data submitted through                       the Brand Protection product, Evaluate API or Submission                       API ("Submitted URLs, Content and Metadata") and corresponding                       maliciousness scores to provide, maintain, protect and                       improve Google's products and services, including Google's                       list of unsafe web resources. Google may also share                       Submitted URLs, Content and Metadata with third parties, including                       other Google customers and users. Submitted URLs are not                       Customer Confidential Information or Customer Data.

40. **Chrome Enterprise                         Premium**

a. *Chrome Enterprise                         Core*. In order to use Chrome Enterprise Premium                       Threat and Data Protection Services:

i. Customer agrees to the                       Chrome Enterprise Core Agreement                       at <https://chromeenterprise.google/terms/chrome-enterprise-core/>;                       and

ii. Customer acknowledges                       and agrees that Customer must enable "Chrome Enterprise                       Connectors" in the Chrome Browser section of the Admin                       Console.

b. *Threats*. When                       Chrome Enterprise Premium checks for malware, unsafe web                       pages, or other unsafe files (“Threats”), the URL or a                       file hash and the result of the analysis are temporarily                       stored in a Google global cache for performance-related                       purposes. Customer acknowledges and agrees that Customer                       URLs, content, metadata and file hashes that Chrome                       Enterprise Premium identifies as Threats are not Customer                       Confidential Information or Customer Data and Google may                       use such URLs, content, metadata and file hashes to                       provide, maintain, protect and improve Google's products                       and services, including Google's lists of Threats,                       including without limitation sharing the same with third                       parties, including other customers and users.

c. *App Connector*.                       Customer agrees to install Software for App Connector in                       Customer’s private data center or other non-Google cloud                       environments in accordance with the minimum specifications                       described in the Documentation. Customer authorizes Google                       to connect and maintain the Software in order to provide                       connectivity for the applications accessed by Customer via                       App Connector.

41. **Certificate                         Manager.** Customer authorizes Google Cloud                       to apply for and obtain publicly trusted SSL/TLS                       certificates from third-party or Google-managed                       certificate authorities for domains operated and                       controlled by Customer (“Customer Domains”) pursuant to                       the CA/Browser Forum Baseline Requirements or any                       applicable successor requirements (“Requirements”).                       Customer represents and warrants that it operates and                       controls the Customer Domains and will revoke the                       authorization from Google when Customer ceases to operate                       and control a Customer Domain. Google may revoke a                       certificate as required by the Requirements or for failure                       to comply with the AUP.

42.                       **Audit Manager.** Reports generated by Audit Manager                       support information gathering only and do not determine or                       attest to compliance with any compliance standard.                       Use of Audit Manager neither relieves Customer of nor                       substitutes for any of Customer’s obligations to verify                       compliance; Customer remains responsible for                       separately verifying its compliance with applicable                       compliance standards.

**Google Distributed Cloud**

                      43. **Google Distributed Cloud connected (formerly Google Distributed Cloud Edge).** If                       you purchased Google Distributed Cloud connected prior to                       August 15, 2023, the terms available at                       <https://cloud.google.com/distributed-cloud/edge/service-terms>                       will apply.

**Sovereign Controls by Partners**

                      44. **Sovereign Controls by Partners.**

*a. Customer Responsibilities.* The Sovereign                       Controls by Partners solution applies only to the                       Supported Google Cloud Services listed at                       <https://cloud.google.com/terms/in-scope-sovereign-cloud>                       (“Supported Google Cloud Services”). The Party using the                       Sovereign Controls Partners solution, whether Customer or                       a customer of the Sovereign Controls Partner or other                       Reseller or Partner , is responsible for: (i) receiving                       the Sovereign Controls Partners services, including                       external key management services (“EKM”), from the                       Sovereign Controls Partners listed at                       <https://cloud.google.com/terms/in-scope-sovereign-cloud>,                       and (ii) maintaining separate terms directly with the                       Sovereign Controls Partner governing the use of those                       Sovereign Controls Partners services.

b. *Partner Access*. To                       the extent applicable, Customer authorizes (and will                       ensure, if applicable, it has all relevant approvals to                       allow) Google to share, with the relevant Sovereign                       Controls Partner, TSS case details and Customer's contact                       information, metadata, log data, billing information, and                       configuration data from the Services used in the                       environment applicable to the Sovereign Controls by                       Partners solution, or that of Customer’s applicable end                       customer. Google is not responsible for a Sovereign                       Controls Partner’s handling of such data.

c.                       *Key Access Justifications*. Google will transmit an                       accurate justification to the EKM for each request to                       obtain key access to decrypt Customer Data for supported,                       generally-available Services, pursuant to terms agreed                       between the Sovereign Controls Partner and Google (if                       applicable). Once the EKM receives a justification, they                       are responsible for determining whether to grant Google                       the requested key access. Google is not responsible if the                       operation or functionality of the Services is impacted                       because Google cannot obtain a key access needed for such                       operation or functionality.

d.                       *Security Controls.* Data location controls made                       available by Google for the Sovereign Controls solution                       will be the same as the controls Google makes available                       for Assured Workloads, as described in the Assured                       Workloads Service Specific Terms.

**Databases**

                      45. **AlloyDB Omni.**Users of the free AlloyDB                       Omni Developer Edition and their Software Users (as                       defined in the General Service Terms) may use the Alloy DB                       Omni Software only for the purposes of developing,                       testing, prototyping, and demonstrating software programs                       (in any environment). Such users and Software Users may                       not use the AlloyDB Omni Software for any data processing,                       business, commercial, or production purposes.

**Premium Software**

46.                       **Telecom Subscriber Insights.**

a. *Updates.* If                       Google makes available to Customer an update to the                       Telecom Subscriber Insights Software and Customer does not                       download the update within 30 days of notification of its                       availability, Google will automatically push the update to                       Customer’s Project(s) that use Telecom Subscriber                       Insights.

b. *Additional                         Restrictions.* Customer will not (either directly or                       via third parties) (i) use Telecom Subscriber Insights or                       any of its components to create, train, or improve                       (directly or indirectly) any similar or competing system,                       product or service; or (ii) use output data from Telecom                       Subscriber Insights for the purpose of creating, training,                       or improving (directly or indirectly) any similar or                       competing system, product or service.