

Executive Office of Technology Services and Release Purchase Order

P.O. Date: 03/02/2021 07:38 AM
Printed: 03/02/2021 12:39 PM

Purchase Order Number
**PO-20-1080-OSD03-
SRC01-19379:1**

Alternate ID
PCR 21-00739

Solicitation (Bid) No.:

V
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Vendor Number: 00037623
Strategic Communications LLC

310 Evergreen Road
Louisville, KY 40243

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Lorretta Hsu
200 Arlington St., Suite 2100
MITC
Chelsea, MA 02150
US
Email: EOTSS-DL-
SoftwareAsset@MassMail.State.MA.US
Phone: (617) 660-4537

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Attention: EOTSS Accounts Payable
One Ashburton Place Room 804
Boston, MA 02108
US
Email: itdinvoices@mass.gov
Phone: (617) 626-5626

Short Description: PCR-21-00739 Google Cloud Platform

Special Instructions

Vendor must invoice against Alternate ID. Invoice details must match the quote details (at line item). Invoices must be emailed to ITDInvoices@mass.gov. Failure to comply may result in rejected invoices and payment delays.

Item # 1

Class-Item 81-11-00

81-11-00-00-0000

See quote #56210 attached - All the terms and conditions of the Statewide Contract ITS60 and NASPO ValuePoint Cooperative Contract for Cloud Solutions 2016-2026 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be superseded and void.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 197,259.00	EA	0.00 %	\$ 0.00	\$ 197,259.00

TOTAL: \$ 197,259.00

PURCHASED

By: Shawn Johnson

Phone#: (617) 626-4593

Email: Shawn.Johnson@mass.gov

BUYER



Quote

Applied Geographics, Inc

33 Broad Street, 4th Floor
Boston, MA 02109

Quote Number: 846544000041399008

Quote Valid Until: Apr 2, 2021

Account Name: Massachusetts Executive Office of
Technology Services and Security (EOTSS)

Contact Name: Matt Moran

BILL TO

Massachusetts Executive Office of Technology Services
and Security (EOTSS)
1 Ashburton Pl #804
Boston, MA 02108

SHIP TO

Massachusetts Executive Office of Technology Services
and Security (EOTSS)
1 Ashburton Pl #804
Boston, MA 02108

List Price Items

#	Description	Price	Qty	Total
1.	Google Maps Platform (GMAPS-CORE-SERVICES) Maps / Google Maps API for Business / Consumer APIs *Pricing is based on customer's monthly estimate use of (Dynamic Maps, Geocoding and Places)	\$ 52,943.00	1	\$ 52,943.00
2.	Google Maps Platform - Spatial IQ Account Support (GMAPS-ACCOUNT-SUPPORT) Spatial IQ - Google - Account Support provides a full range of account management support provided by our sales and account representatives. Account Support include: usage tracking, usage reporting, account optimization strategies, account audits, product information, clarification of terms and conditions, and account consultation.	\$ 0.00	1	\$ 0.00

Discount

\$ 0.00

Tax

\$ 0.00

Adjustment

\$ 0.00

Grand Total

\$ 52,943.00



Quote

Applied Geographics, Inc

33 Broad Street, 4th Floor
Boston, MA 02109

Quote Number: 846544000041399008

Quote Valid Until: Apr 2, 2021

Account Name: Massachusetts Executive Office of
Technology Services and Security (EOTSS)

Contact Name: Matt Moran

PLEASE REMIT PAYMENT TO:

AppGeo
33 Broad Street
Boston, MA 02109

Delivery: All Product(s) shall be delivered via electronic shipment or download of a Client ID. Google or Reseller will provide Customer with instructions on downloading the Product(s).

Special Instructions:

Terms and Conditions:

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the AppGeo Sales Rep if further information is required.

AppGeo Terms of Service:

<https://storage.googleapis.com/giza-publicdocumentation/appgeo-google-new-maps-TOS.pdf>

Google Products and Terms of Service , Google Maps API Premier (Commercial Use Only):

<https://cloud.google.com/maps-platform/terms/>

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

Name: _____
Title: _____
Date: _____

Applied Geographics, Inc.

Name: _____
Title: _____
Date: _____

Google Cloud Professional Services (PSO) Statement of Work (Accompanies Purchase Order)

1. Statement of Work

This Statement of Work ("SOW") is subject to the Flow-Down Terms, and any Customer responsibilities described in Section 5 below. Reseller is responsible for contracting with the Customer for the work and Deliverables described in this SOW.

Reseller	Strategic Communications
Customer	Commonwealth of Massachusetts
SOW Engagement Name	Vaccine Pre-registration and Eligibility
Customer Need	Customer engaged Google to develop a vaccine pre-registration web application
Flow-Down Terms	<p>Reseller will provide the following flow-down provisions to Customer and obtain agreement from Customer on such provisions:</p> <ul style="list-style-type: none"> Implementation Services Schedule to Google Cloud Master Terms, https://static.carahsoft.com/concrete/files/4615/8531/3909/Public_Sector_Terms_of_Service_-_PSO_-_2020.pdf GCP Terms (applying to the storage of Customer Data) https://static.carahsoft.com/concrete/files/4116/0389/0672/Master_Cloud_GCP_TOS_1.PDF One-Time Implementation Services Data Protection Addendum in Exhibit A of this SOW.
SOW Date	March 2, 2021. SOW scope valid if the Order Form is signed within 60 days.
SOW Effective Date	Last signature date on this SOW
Estimated Start Date	March 15, 2021
Estimated End Date	April 9, 2021
Change Request Process	<p>Either party may request a material modification to the Services in this SOW by submitting a change request to the other party ("Change Request"). Upon receipt of a Change Request, Strategic Communications may propose additional Fees and adjustments to delivery dates if the Change Request adds scope, time or resources to the Services. The parties will have ten (10) business days after the Change Request is submitted to agree to amend this SOW, or execute a new Order Form, with a change order executed by the parties; otherwise, the Change Request will be considered withdrawn.</p>

2. Description of Work and Activities

Google will perform the following activities under this SOW:

- Configure and implement a cloud infrastructure deployment sufficient to meet the needs of this effort
- Design User Interface (UI) based on Customer requirements and client provided branding
- Develop a web based application with customer defined fields, forms and validations to provide:
 - A vaccine recipient eligibility tool to aid Customer's constituents in determining if they are eligible for the COVID-19 vaccine
 - Vaccination scheduling capabilities that allow events to be coded directly into the application backend
 - Additional development under "Admin Interface & Feature Development" will provide this capability natively in the application but will come after the initial release
- Develop application capabilities that will provide Customer with the ability to:
 - Validate user provided phone number and email appear valid when users sign up for vaccine eligibility verification and registration
 - Store eligibility information per user (name, phone number, address, email, date of birth)
 - Store and register multiple constituents as part of the same family household
 - Send text, voice and email integration to provide notifications to the applications users and case workers for registration notification
 - Identify duplicate registrations of the same profile
 - Allow registrants who do not qualify to be added to a queue for notification when eligibility for them opens up
 - Further down select eligible participants to a subset
 - Search for available vaccine locations (vaccine finder) based on a given user's authorization
 - Support two languages: English and Spanish
 - Support web browsers including iOS and Android based devices
 - Allow users to register by both phone and email
 - Support ISO 27001 certification or SOC2 (<https://cloud.google.com/security/compliance/fedramp>)
 - Be compliant with HIPAA for data transmission and storage
 - Store all data used for the application within the United States and host all applications on servers located within the United States

Administration Interface

- Develop an administrative interface that allows Customer administrators to:
 - Customize phase and eligibility
 - Make the application available for multiple counties
 - Define users and roles
 - Further down select eligible registrants to view and schedule immunization events
- Develop a mechanism to send notifications to registrants
- Develop an email/text message notification module to send reminders for vaccine availability or changed eligibility
- Develop front end validations and data integrity checks to ensure data entered by the user is of the valid type and format

- Develop an API or user form based integration solution to allow the developed solution to interface with the primary providers to publish their scheduling information
- Develop a means to limit user access to the vaccine finder only by users that have been downselected
- Develop an API for providers to add schedules and information pertaining to the schedules
- Develop an additional user interface (UI) based interface to give the ability to add vaccination schedules and associated details
- Develop an email/text message notification module to send reminders for vaccine availability or changed eligibility
- Build front end validations and data integrity checks to ensure data entered by the user is of the valid type and format.
- Instruct customer on how to conduct a data export of the stored data
- Develop up to 5 dashboards

Google will NOT perform the following:

- Be responsible for any required security testing / assessment or any required compliance certifications
- Integrate the developed solution with any other Customer systems
 - With the exception of Twilio and SendGrid
- Be responsible for any required security testing / assessment or any required compliance certifications
- Assist or provide guidance for ingestion of Customer or provider data, including electronic health records (EHR)
- Support languages other than those specified
- Develop APIs or provide technical support for electronic health record (EHR) integration
- Be responsible for any performance test or application benchmarking of the application

Delivery of the Services will take approximately 3 weeks from the date that work begins. Requests for Services or development work outside those outlined in Section 2 or delays in Customer activities as described in Section 5 may result in delays and may increase the amount charged for the work described in this SOW.

3. Deliverables

Google will provide the following Deliverables to the Customer under this SOW:

- Program charter - a detailed charter defining the phases, project plan and deployment strategy
- Documentation on technical architecture and design - documentation will include and entity relationship diagram, system diagram, architectural diagram and code documentation
- Code export to customer provided code repository
- Weekly reports

The Deliverables will be provided to the Customer no later than the end of the engagement.

4. Proposed Engagement Staffing

Google may staff the following roles, which may be performed by one or more individuals. Google may substitute personnel depending on schedule and availability.

Role	Role Description
Google Cloud Consultant	Primary point of contact between Customer and Google for the engagement
Google Cloud Engineer	Provides supplemental technical expertise in architectural decisions
Google Cloud Partner Engineer	Provides supplemental technical expertise in architectural decisions
Google Cloud Program Manager	Provides engagement project management

5. Customer Responsibilities and Requirements

Customer will meet all of the following prerequisites before Google will start the work described in this SOW :

- Provide a Google Cloud Project with associated Billing ID
- Provide access to user acceptance test cases
- Provide any compliance related requirements prior to project initiation
- Provide Twilio and SendGrid service account and API keys

Customer will perform the following activities during the engagement:

- Provide API access and relevant documentation for Customer and required third-party systems
- Provide technical personnel to support system administration, project access and database administration
- Conduct appropriate testing for both test scenarios and the production ready applications
- Provide access to required APIs (eg. SendGrid and/or Twilio) that may be required for integration with the developed application
 - May require Customer to establish accounts with third-party providers
- Provide approved template and content for the system to send reminders to the registrants
- Provide necessary data pertaining to the Customer's local health providers in order to customize the map feature
- Provide reasonably quick and expeditious resolution for business questions or issues arising from the data integration and solution design efforts
- Provide detailed and complete data management rules, workflows and/or business specifications for the project.
- Provide high resolution images / logos required for branding the website
- Provide details of IIS system, integration details (APIs) and reporting parameters
- Provide SMEs to guide and support their facilities to onboard their data / EHR to the immunization hub
- Provide a source code repository (within Google Project) where the developed code would be checked in and maintained.

Customer will assign the following roles to the engagement:

Role	Role Description
------	------------------

Customer Sponsor	Customer executive responsible for all Customer approvals
Customer Point of Contact (POC)	Primary Customer contact, responsible for all engagement-related issues
Customer Architect	Customer contact who has authority to make all architectural decisions
Customer Staff	Customer contact who will work day-to-day with Google resources

6. Fees

Pricing will be addressed in the quote/purchase order.

7. Additional Security Measures and Customer Security Obligations

In addition to the Customer's Security Responsibilities and Security Measures contained in the One-Time Implementation Services Data Protection Addendum in Exhibit A of this SOW, Google and Customer agree to the following Additional Security Measures and Customer Security Obligations.

Additional Security Measures by Google Cloud Professional Services

- During onboarding, Google will notify Google Personnel performing the Services subject to the Data Processing Agreement ("DPA Personnel") that they will be processing Customer Personal Data (as defined in the DPA). Google will remind DPA Personnel of their confidentiality obligations and that Customer Personal Data may only be used to provide the Services described in the applicable Statement of Work.
- Google will only access and process Customer Personal Data in a Google Cloud Platform project owned and controlled by Customer.

Additional Customer Security Responsibilities under Section 7.3.1 of the DPA:

- Customer will use groups to manage IAM roles.
 - Customer will create a group for DPA Personnel and only grant DPA Personnel access to Customer Personal Data following the principles of least privilege.
 - Customer will promptly remove IAM permissions following Google's completion of the Services. Customer will remove individual DPA Personnel who are no longer providing Services at the time such Personnel cease to provide Services.
- Customer will enable private Google API access on a subnet to force requests to take the private path over the RFC 1918 address space.
- Customer will use VPC Service Controls to create a security perimeter around resources of Google-managed services to control communication to and between those services to prevent data exfiltration.
- Customer will enable Cloud Audit Logging via the Google Cloud Platform to maintain audit logs for each project, folder and organization, including data access.
- Customer is responsible for any consents and notices required to permit Google's accessing, storing, and processing of Customer Personal Data provided by Customer to Google.

Google may process the following types of Customer Personal Data for the purpose of performing the Services in this SOW:

- Individual and Dependent Names
- Birthdates
- Social Security Numbers
- Addresses
- License and/or Identification Numbers
- Or similar

Google's processing of Customer Personal Data is subject to the terms of this SOW only. Other than what is outlined in this SOW, Google is not subject to any other form, Non-Disclosure Agreement, or other agreement/contract associated with the processing of Customer Personal Data.

Customer will not provide Google with Customer Personal Data that is subject to European Data Protection Legislation. European Data Protection Legislation means, as applicable, (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and (ii) the Federal Data Protection Act of 19 June 1992 (Switzerland).

Signed by the parties' authorized representatives on the dates below.

**Mass. Executive Office of Technology
and Security Services**

By: Curtis M. Wood
Curtis M. Wood (Mar 3, 2021 15:30 EST)

Name: **Curtis M. Wood**

Title: **Secretary/CIO**

Date: **Mar 3, 2021**

Strategic Communications

By: Blake P. Kelly

Name: **Blake Kelly**

Title: **Cloud Sales Manager**

Date: **Mar 3, 2021**

Exhibit A: One-Time Implementation Services Data Protection Addendum

1. Introduction

These Terms reflect the parties' agreement with respect to the processing and security of Customer Personal Data under the Implementation Services Agreement and the attached Order Form and/or Statement of Work ("Agreement"). This Agreement does not apply to the processing or security of Customer Data on the Google Cloud Platform, which is governed by Customer's Google Cloud Platform Agreement.

These Terms are applicable only to the Project and take into account the nature of the processing of Customer Personal Data under the Agreement. For purposes of the Project, Google will only access Customer Personal Data in a Customer-controlled Google Cloud Platform environment. In the event that Google creates a general data protection addendum for its implementation and advisory services, at Google's request, the Parties will use the new general data protection addendum to negotiate and agree to data protection terms for future services.

Customer represents and warrants (1) that Customer has a lawful basis to process and to request that Google process Customer Personal Data to receive the Services for the Project and (2) that Customer will not use any part of the Services for automated individual decision making with respect to Customer Personal Data as defined in GDPR.

Description of Project: Develop a vaccine pre-registration web application.

2. Definitions

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

- Agreed Liability Cap means the maximum monetary or payment-based amount at which a party's liability is capped under the Agreement, either per annual period or event giving rise to liability, as applicable.
- Customer Data means data (1) provided by or on behalf of Customer to Google specifically to receive the Services under the Agreement and (2) that is processed by Google Personnel performing Services under the Agreement. Customer Data does not include customer data processed under Customer's Google Cloud Platform Agreement.
- Customer Personal Data means the personal data contained within the Customer Data.
- Data Incident means a breach of Google's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data while processed by Google Personnel or Subprocessors under this Agreement. "Data Incidents" will not include unsuccessful attempts or activities that do not compromise the security of

Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

- Google Cloud Platform Agreement means an effective agreement between Customer and Google governing Customer's use of the Google Cloud Platform.
- Google's Third Party Auditor means a Google-appointed, qualified and independent third party auditor, whose then-current identity Google will disclose to Customer.
- Notification Email Address means the email address(es) designated by Customer the Order Form to receive certain notifications from Google.
- Order Form means an order form or other document, including a Statement of Work, issued by Google under the Agreement and executed by Customer and Google specifying the Services Google will provide to Customer.
- Security Documentation means all documents and information made available by Google under Section 7.5.1 (Reviews of Security Documentation).
- Security Measures has the meaning given in Section 7.1.1 (Google's Security Measures).
- Services means advisory and implementation services described in an applicable Order Form, including a Statement of Work.
- Subcontractors means third parties authorized under these Terms to have logical access to and process Customer Data in order to provide parts of the Services.
- Term means the period from the Terms Effective Date until the end of Google's provision of the Services.
- Terms Effective Date means the date on which Customer accepted, or the parties otherwise agreed to, these Terms.

3. Duration of these Terms

These Terms will take effect on the Terms Effective Date and, notwithstanding expiry of the Term, will remain in effect until, and automatically expire upon the earlier of termination of Google's access to Customer Personal Data or deletion of Customer Personal Data. Customer is responsible for terminating Google's access to Customer Personal Data provided to Google on the Google Cloud Platform upon completion of the Services. Google will not access Customer Personal Data following completion of the Services.

4. Omitted.

5. Processing of Data

5.1 Roles and Regulatory Compliance; Authorization.

5.1.1 Omitted.

5.1.2 Omitted.

5.1.3 Data Protection and Privacy Laws. The parties acknowledge and agree that the relevant party will comply with any obligations applicable to it under any applicable data protection and privacy legislation with respect to the processing of that Customer Personal Data.

5.2 Scope of Processing.

5.2.1 Customer's Instructions. By entering into these Terms, Customer instructs Google to process Customer Personal Data only in accordance with applicable law: (a) to provide the Services; (b) as documented in the form of the Agreement, including an applicable Order Form, Statement of Work, and these Terms; and (c) as further documented in any other written instructions given by Customer and acknowledged by Google as constituting instructions for purposes of these Terms.

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

6. Data Deletion

6.1 Deletion by Customer. Taking into account the nature of the processing of Customer Personal Data under the Agreement, the Customer's deletion rights and obligations with respect to Customer Personal Data on the Google Cloud Platform are addressed separately in the Customer's Google Cloud Platform Agreement.

7. Data Security

7.1 Google's Security Measures, Controls and Assistance.

7.1.1 Google's Security Measures. Taking into account the nature of the processing of Customer Personal Data under the Agreement, Google will implement and maintain technical and organizational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2 (the "Security Measures").

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

7.1.3 Google's Security Assistance. Taking into account the nature of the processing of Customer Personal Data under the Agreement, Customer's security obligations and Google's assistance with such obligations with respect to Customer Personal Data on the Google Cloud Platform are addressed separately in the Customer's Google Cloud Platform Agreement.

7.2 Data Incidents

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

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

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

7.2.4 No Assessment of Customer Data by Google. Google will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Without prejudice to Google's obligations under this Section 6.2 (Data Incidents), Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Data Incident(s).

7.2.5 No Acknowledgement of Fault by Google. Google's notification of or response to a Data Incident under this Section 6.2 (Data Incidents) will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.

7.3 Customer's Security Responsibilities and Assessment.

7.3.1 Customer's Security Responsibilities. Customer agrees that, without prejudice to Google's obligations under Section 6.1 (Google's Security Measures, Controls and Assistance) and Section 6.2 (Data Incidents):

- Customer is solely responsible for its use of the Services, including:
 - providing Google with appropriate notice before providing Google with access to Customer Personal Data;
 - providing Google with the minimum amount of Customer Personal Data necessary to receive the Services;
 - securing the account authentication credentials, systems and devices (including Customer's Google Cloud Platform environment, if applicable) Customer uses to receive the Services;
 - providing instructions on Google's use and processing of Customer Personal Data;
 - backing up Customer Data as appropriate;
 - to the extent access to Customer Personal Data is within Customer's control, terminating Google's access to Customer Personal Data on the earlier of completion of the Services or completion of the purpose for which Customer Personal Data is provided to Google; and
- Google has no obligation to protect copies of Customer Data that Customer stores outside of Google's and its Subcontractors' systems (for example, offline or on-premises storage).

7.3.2 Customer's Security Assessment.

- Customer is solely responsible for reviewing the Security Documentation and evaluating for itself whether the Services, the Security Measures, and Google's commitments under this Section 6 (Data Security) will meet Customer's needs, including with respect to any security obligations of Customer under the European Data Protection Legislation and/or Non-European Data Protection Legislation, as applicable.
- Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by Google as set out in Section 6.1.1 (Google's Security Measures) provide a level of security appropriate to the risk in respect of the Customer Data.

7.4 Security Certifications and Reports. Taking into account the nature of the processing of Customer Personal Data under the Agreement, Google's security certifications with respect to the Google Cloud Platform are addressed separately in the Customer's Google Cloud Platform Agreement.

7.5 Reviews and Audits of Compliance

7.5.1 Taking into account the nature of the processing of Customer Personal Data under the Agreement, Customer's audit rights with respect to Customer Personal Data on the Google Cloud Platform are addressed separately in the Customer's Google Cloud Platform Agreement.

8. Impact Assessments and Consultations

Customer agrees that Google will (taking into account the nature of the processing and the information available to Google) assist Customer in ensuring compliance with any obligations of Customer in respect of data protection impact assessments and prior consultation by:

- providing the Security Documentation in accordance with Section 7.5.1 (Reviews of Security Documentation); and
- providing the information contained in the Agreement including these Terms.

9. Data Subject Rights; Data Export

9.1 Access; Rectification; Restricted Processing; Portability. Taking into account the nature of the processing of Customer Personal Data under the Agreement, Customer's ability to access, rectify and restrict processing of Customer Personal Data on the Google Cloud Platform is addressed separately in the Customer's Google Cloud Platform Agreement.

9.2 Data Subject Requests. Taking into account the nature of the processing of Customer Personal Data under the Agreement, Customer's obligations and Google's assistance with respect to data subject requests related to Customer Personal Data on the Google Cloud Platform is addressed separately in the Customer's Google Cloud Platform Agreement.

10. Data Transfers

10.1 Omitted.

11. Subcontractors

11.1 Subcontractor Engagement. Customer authorizes the engagement as Subcontractors of (i) entities specifically listed in an Order Form for the Services and (ii) other third party entities authorized by

Customer in writing. Google will ensure via a written contract that the Subcontractor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement. Google will remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subcontractor.

12. Cloud Data Protection Team; Processing Records

12.1 Google's Processing Records. Customer acknowledges that Google may be required by law to: (a) collect and maintain records of certain information, including the name and contact details of each processor and/or controller on behalf of which Google is acting and, where applicable, of such processor's or controller's local representative and data protection officer; and (b) make such information available to the applicable authority with jurisdiction. Accordingly, if required by law, Customer will, where requested, provide such information to Google.

13. Liability

13.1 Omitted.

13.2 Omitted.

14. Third Party Beneficiary

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

15. Effect of These Terms

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

Appendix 1: Subject Matter and Details of the Data Processing

Subject Matter

Google's provision of the Services to Customer as described in the Agreement.

Duration of the Processing

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

Nature and Purpose of the Processing

Google will process Customer Personal Data for the purposes of providing the Services to Customer in accordance with the Agreement.

Categories of Data

Data relating to individuals provided to Google under the Agreement, by (or at the direction of) Customer.

Data Subjects

Data subjects include the individuals about whom data is provided to Google under the Agreement by (or at the direction of) Customer.

Appendix 2: Security Measures

As from the Terms Effective Date, Google will implement and maintain the Security Measures set out in this Appendix 2.

1. Access to Customer Personal Data

Google Cloud Platform. Google will only access and process Customer Personal Data provided to Google by Customer in a Customer controlled Google Cloud Platform environment. Customer's use of the Google Cloud Platform is governed by Customer's Google Cloud Platform Agreement, including any security measures applicable to the platform.

2. Internal Data Access Policies

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

3. Personnel Security

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

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

4. Additional Security Measures.

The Parties may agree to additional security measures in the applicable Order Form, including any attached SOW for the Services or addendum to this DPA.








Strategic Communications - PSO SOW-Commonwealth of Massachusetts

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Blake Kelly (bkelly@yourstrategic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtKZ160m6iVuU8znKPNbPrgRaHey8SC9b

"Strategic Communications - PSO SOW-Commonwealth of Massachusetts" History

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-  Document emailed to Blake Kelly (bkelly@yourstrategic.com) for signature
2021-03-03 - 3:58:43 PM GMT
-  Document e-signed by Blake Kelly (bkelly@yourstrategic.com)
Signature Date: 2021-03-03 - 3:59:03 PM GMT - Time Source: server- IP address: 3.13.84.252
-  Blake Kelly (bkelly@yourstrategic.com) replaced signer matthew.e.moran@state.ma.us with Curtis M. Wood (curtis.wood@mass.gov)
2021-03-03 - 8:18:50 PM GMT- IP address: 47.26.159.151
-  Document emailed to Curtis M. Wood (curtis.wood@mass.gov) for signature
2021-03-03 - 8:18:50 PM GMT
-  Email viewed by Curtis M. Wood (curtis.wood@mass.gov)
2021-03-03 - 8:29:56 PM GMT- IP address: 24.218.151.163
-  Document e-signed by Curtis M. Wood (curtis.wood@mass.gov)
Signature Date: 2021-03-03 - 8:30:33 PM GMT - Time Source: server- IP address: 24.218.151.163
-  Agreement completed.
2021-03-03 - 8:30:33 PM GMT

Google Cloud Master Agreement – Public Sector

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

Google Cloud Master Agreement General Terms

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

confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

- 5.2 Redirect Disclosure Request. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.
6. **Marketing and Publicity**. Each party may use the other party's Brand Features in connection with the Agreement as permitted in the Agreement. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, announcements, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.
7. **RESERVED**.
8. **Disclaimer**. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.
9. **Indemnification**.
- 9.1 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.
- 9.2 Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.
- 9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.
- 9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:
- (a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party

to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

- (b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

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

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

10. Liability.

10.1 Limited Liabilities.

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

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

- (a) **death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;**
- (b) **its fraud or fraudulent misrepresentation;**
- (c) **its obligations under Section 9 (Indemnification);**
- (d) **its infringement of the other party's Intellectual Property Rights;**
- (e) **its payment obligations under the Agreement; or**
- (f) **matters for which liability cannot be excluded or limited under applicable law.**

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates in accordance with the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Google will provide notices under the Agreement to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Agreement to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

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

12.3 RESERVED.

12.4 RESERVED.

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

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

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

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

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

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party

unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 RESERVED.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

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

13. Definitions.

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

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

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

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

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

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

"Customer Application" has the meaning described in the Services Schedule.

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

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

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

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

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

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

“End User” or “Customer End User” means an individual that Customer permits to use the Services or a Customer Application. For clarity, End Users may include employees of Customer Affiliates and other third parties.

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

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

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

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

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

“including” means including but not limited to.

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

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

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

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

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

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

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

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor. Unless described otherwise in the applicable Services Schedule, Prices do not include Taxes.

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

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

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

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

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

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

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

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

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

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

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

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

“URL Terms” has the meaning described in the Services Schedule.

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

Google Cloud Master Agreement Implementation Services Schedule

This Implementation Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies to implementation and advisory services described in this Services Schedule that are designed to help Customer use Google products and services. Terms defined in the General Terms apply to this Services Schedule.

1. Services.

- 1.1 Provision of Services. Google will provide Services, including Deliverables, to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).
- 1.2 Training Services. Customer may order Training Services for use in connection with the Services. Training Services are subject to the Training Terms.
- 1.3 Invoices and Payment. Customer will pay all Fees for Services ordered under this Services Schedule. Fees for some Services may be non-cancellable, as specified in the Order Form.
- 1.4 Personnel. Google will determine which Personnel will perform the Services. If Customer requests a change of Personnel and provides a reasonable and legal basis for such request, then Google will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.
- 1.5 Compliance with Customer’s Onsite Policies and Procedures. Google Personnel performing Services at Customer’s facilities will comply with Customer’s reasonable onsite policies and procedures made known to Google in writing in advance.

2. Customer Obligations.

- 2.1 Cooperation. Customer will provide reasonable and timely cooperation in connection with Google’s provision of the Services. Google will not be liable for a delay caused by Customer’s failure to provide Google with the information, materials, consents, or access to Customer facilities, networks, or systems required for Google to perform the Services. If Reseller or Distributor informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Reseller or Distributor may terminate any incomplete Services and (b) in addition to Fees in Section 7(b) (Effect on Payment), Customer will pay actual costs incurred by Reseller or Distributor for the cancelled Services.
- 2.2 No Personal Data. Customer acknowledges that Google does not need to process Personal Data to perform the Services. Customer will not provide Google with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Google’s processing of such Personal Data.

- 3. **Payments.** If Customer orders Professional Services from a Partner: (a) Customer will pay Partner for the Professional Services; (b) all payment terms are to be decided upon between Customer and Partner; (c) there will not be an Ordering Document between Google and Customer; (d) Google will provide to Partner any refunds or credits that may be due to Customer; and (e) any obligation on the part of Partner to provide any such refunds or credits to Customer will depend on the terms decided upon between Customer and Partner.

4. Intellectual Property.

- 4.1 Background IP. Customer owns all rights, title, and interest in Customer’s Background IP. Google owns all rights, title, and interest in Google’s Background IP. Customer grants Google a license to use Customer’s Background IP to perform the Services (with a right to sublicense to Google Affiliates and subcontractors). Except for the license rights under Sections 4.2 (Google Technology) and 4.3 (Deliverables), neither party will acquire any right, title, or interest in the other party’s Background IP

under this Services Schedule.

4.2 Google Technology. Google owns all rights, title, and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license (with the right to sublicense to Affiliates) to use the Google Technology in connection with the Deliverables for Customer's internal business purposes. This Services Schedule does not grant Customer any right to use materials, products, or services that are made available to Google customers under a separate agreement, license, or Services Schedule.

4.3 Deliverables. Google grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer's internal business purposes.

5. Warranties and Remedies.

5.1 Google Warranty. Google will perform the Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Services. Google will use Personnel with requisite skills, experience, and qualifications to perform the Services.

5.2 Remedies. Google's entire liability and Customer's sole remedy for Google's failure to provide Services that conform with Section 5.1 (Google Warranty) will be for Google to, at its option, (a) use commercially reasonable efforts to re-perform the Services or (b) terminate the Order Form and refund any applicable Fees received for the nonconforming Services. Any claim that Google has breached the warranty as described in Section 5.1 (Google Warranty) must be made within 30 days after Google has performed the Services.

6. Indemnification.

6.1 Indemnification Exclusions. General Terms Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) modifications to the Google Indemnified Materials or Customer Indemnified Materials (as applicable) by anyone other than the indemnifying party or (b) compliance with the indemnified party's instructions, design, or request for customized features.

6.2 Infringement Remedies. The remedies described in General Terms Section 9.5 (Remedies) also apply to Deliverables.

7. **Effects of Termination**. If this Services Schedule or an Order Form under this Services Schedule expires or terminates, then:

(a) Effect on Services. The rights under the Agreement granted by one party to the other regarding the Services will cease immediately except as described in this Section 7 (Effects of Termination), and Google will stop work on the Services.

(b) Effect on Payment. Customer will pay for (i) Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) any remaining non-cancellable Fees. Google, Reseller, or Distributor will send Customer a final invoice for payment obligations under the Order Form.

(c) Survival. The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 4 (Intellectual Property), 6 (Indemnification), 7 (Effects of Termination), and 10 (Additional Definitions).

8. **RESERVED.**

9. **RESERVED.**

10. **Additional Definitions.**

"Background IP" means all Intellectual Property Rights owned or licensed by a party (a) before the effective date of the applicable Order Form or (b) independent of the Services.

"Customer Indemnified Materials" means (a) Customer Background IP and any other information, materials, or technology provided to Google by Customer in connection with the Services (in each case, excluding any open source software) and (b) Customer's Brand Features. Customer Indemnified Materials do not include Google Technology or Deliverables.

"Deliverables" means work product created specifically for Customer by Google Personnel as part of the Services and specified as Deliverables in an Order Form.

"Google Indemnified Materials" means (a) Deliverables and Google Technology (in each case, excluding any open source software) or (b) Google's Brand Features. Google Indemnified Materials do not include Customer Background IP.

"Google Technology" means (a) Google Background IP; (b) all Intellectual Property and know-how applicable to Google products and services; and (c) tools, code, algorithms, modules, materials, documentation, reports, and technology developed in connection with the Services that have general application to Google's other customers, including derivatives of and improvements to Google's Background IP. Google Technology does not include Customer Background IP or Customer Confidential Information.

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

"Order Form" means an order form or other document issued by Reseller and/or Distributor under the Agreement, including data sheets associated with Services described in the order form, and executed by Customer and Google specifying the Services Google will provide to Customer.

"Personal Data" means personal data that (a) has the meaning given to it (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR") or (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force ("UK GDPR"), as applicable; and (b) would cause Google to be subject to the EU GDPR or the UK GDPR (as applicable) as a data processor for Customer.

"Personnel" means a party's and its Affiliates' respective directors, officers, employees, agents, and subcontractors.

"Prices" means the amounts agreed to in an Order Form under this Services Schedule.

"Services" means the then-current advisory and implementation services described at <https://g.co/cloudpsoterm>s and similar advisory or implementation services designed to help Customer use Google products and services. Services do not include Training Services.

"Training Services" means education and certification services related to Google products and services for individual users, as more fully described in an applicable Order Form. Training Services do not include Deliverables.

"Training Terms" means the then-current terms applicable to Training Services described at <https://enterprise.google.com/terms/training-services.html>.

Executive Office of Technology Services and Release Purchase Order

P.O. Date: 03/03/2021 11:14 AM
Printed: 03/03/2021 16:15 PM

Purchase Order Number
**PO-20-1080-OSD03-
SRC01-19379:2**

Alternate ID
PCR 21-00742

Solicitation (Bid) No.:

V E N D O R	Vendor Number: 00037623 Strategic Communications LLC
	310 Evergreen Road Louisville, KY 40243

Short Description: PCR 21-00742 COOP Google Services FY21

Special Instructions

Vendor must invoice against Alternate ID. Invoice details must match the quote details (at line item). Invoices must be emailed to ITDInvoices@mass.gov. Failure to comply may result in rejected invoices and payment delays.

S H I P T O	Lorretta Hsu 200 Arlington St., Suite 2100 MITC Chelsea, MA 02150 US Email: EOTSS-DL- SoftwareAsset@MassMail.State.MA.US Phone: (617) 660-4537
	Attention: EOTSS Accounts Payable One Ashburton Place Room 804 Boston, MA 02108 US Email: itdinvoices@mass.gov Phone: (617) 626-5626

Item # 1

Class-Item 81-11-00

81-11-00-00-0000

See quote #56296 attached - All the terms and conditions of the Statewide Contract ITS60 and NASPO ValuePoint Cooperative Contract for Cloud Solutions 2016-2026 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be superseded and void.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 945,000.00	EA	0.00 %	\$ 0.00	\$ 945,000.00

TOTAL: \$ 945,000.00

PURCHASED

By: Shawn Johnson

Phone#: (617) 626-4593

Email: Shawn.Johnson@mass.gov

BUYER

Executive Office of Technology Services and Release Purchase Order

P.O. Date: 03/02/2021 17:34 PM
Printed: 03/02/2021 22:34 PM

Purchase Order Number
**PO-19-1080-OSD03-
SRC01-16704:4**

Alternate ID
PCR 21-00741

Solicitation (Bid) No.:

V
E
N
D
O
R

Vendor Number: 218574
Applied Geographics, Inc.

24 School Street
Suite 500
Boston, MA 02108

Short Description: PCR 21-00741 COOP Google Maps Platform
FY21

Special Instructions

Vendor must invoice against Alternate ID. Invoice details must match the quote details (at line item). Invoices must be emailed to ITDInvoices@mass.gov. Failure to comply may result in rejected invoices and payment delays.

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Lorretta Hsu
200 Arlington St., Suite 2100
MITC
Chelsea, MA 02150
US
Email: EOTSS-DL-
SoftwareAsset@MassMail.State.MA.US
Phone: (617) 660-4537

B
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Attention: EOTSS Accounts Payable
One Ashburton Place Room 804
Boston, MA 02108
US
Email: itdinvoices@mass.gov
Phone: (617) 626-5626

Item # 1

Class-Item 81-11-00

81-11-00-00-0000

See quote # 846544000041399008 attached - All the terms and conditions of the Statewide Contract ITS74 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be superseded and void.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 52,943.00	EA	0.00 %	\$ 0.00	\$ 52,943.00

TOTAL: \$ 52,943.00

PURCHASED

By: Shawn Johnson

Phone#: (617) 626-4593

Email: Shawn.Johnson@mass.gov

BUYER

Strategic Communications, LLC

310 Evergreen Rd, Ste 100, Louisville, KY 40243

Main Phone: 1-502-493-7234

Fax Line: 1-502-657-6512

TAX ID # 61-1271313

DUNS # 878933845 / Cage Code:3BGB4

**Quote**

No.: 56296

Date: 3/3/2021

Prepared for:
Mass Exec Office of Tech and Security Services
1 Ashburton Pl #804, Boston, MA, 02108

Matt Moran
matthew.e.moran@mass.gov

Shipping To:
EOTSS-DLSoftwareAsset@mass.gov
M 200 Arlington St. Ste 2100
Attn: Lorretta Hsu
Chelsea MA 02150

Prepared by: Blake Kelly
bkelly@yourstrategic.com
616-304-0319

Item ID	Description	Quantity	List Price	Unit Price	Extended List	Extended Price
GOOGLE-ANC-PROF-SVC-PWK-MA-EOTSS	Google Cloud Deploy ANC-PROF-SVC-PWK Type: New Product: PSO	45	\$22,000.00	\$21,000.00	\$990,000.00	\$945,000.00

Services to be rendered according to SOW attached to quote email: 'Strategic Communications - PSO SOW-Commonwealth of Massachusetts.pdf'

Customer accepts Google flow down terms: https://static.carahsoft.com/concrete/files/4916/0389/0716/Master_Cloud___Implementation_TOS_1.PDF

Your Price: **\$945,000.00**

Total: **\$945,000.00**

Price for payment with Credit Card **\$927,000.00**

Prices are firm until 3/31/2021 Terms: Net 30

Accepted by:

Date:

3/3/21

Google Cloud Master General Terms

These Google Cloud Master Terms are comprised of the Google Cloud Master General Terms ("General Terms"), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master General Terms (collectively, the "Terms").

Google Cloud Master General Terms

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

Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) regardless of any other provision in the Terms, as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

- 5.2 Redirect Disclosure Request. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.
6. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with the Terms as permitted in the Terms. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.
7. **RESERVED.**
8. **Disclaimer.** Except as expressly provided for in the Terms, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. The Services are not intended to be used for High Risk Activities. Any use of the Services for High Risk Activities by Customer or its End Users will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities.
9. **Indemnification.**
- 9.1 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under the Terms ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.
- 9.2 Customer Intellectual Property Infringement. If Google is damaged or becomes subject to a Third-Party Legal Proceeding as a result of Customer's infringement of any third-party intellectual property, Google will pursue available remedies under applicable federal, state or local law.
- 9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Intellectual Property Infringement) will not apply to the extent the underlying allegation arises from (a) Customer's or Google's breach of the Terms or (b) a combination of the Google Indemnified Materials or Customer Materials (as applicable) with materials not provided by Google or the Customer under the Terms, unless the combination is required by the Terms.
- 9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) is conditioned on the following:
- (a) Customer must promptly notify Reseller who will notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the

defense of the Third-Party Legal Proceeding, then Google's obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.

- (b) Unless otherwise prohibited by law, Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the Customer to admit liability, pay money, or take (or refrain from taking) any action, will require the Customer's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

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

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

10. Liability.

10.1 Limited Liabilities.

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

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

- (a) subject to Section 8 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
- (b) its fraud or fraudulent misrepresentation;
- (c) its obligations under Section 9 (Indemnification);
- (d) its infringement of the other party's Intellectual Property Rights;
- (e) its payment obligations under the Terms; or
- (f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

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

12. Miscellaneous.

- 12.1 Notices. Google will provide notices under the Terms to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Terms to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current.
- 12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Terms.
- 12.3 Reserved.
- 12.4 Reserved.
- 12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 12.6 Subcontracting. Google may subcontract obligations under the Terms but will remain liable to Customer for any subcontracted obligations.
- 12.7 No Agency. The Terms do not create any agency, partnership, or joint venture between the parties.
- 12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Terms.
- 12.9 Severability. If any part of the Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.
- 12.10 No Third-Party Beneficiaries. The Terms do not confer any rights or benefits to any third party unless it expressly states that it does.

- 12.11 Equitable Relief. Nothing in the Terms will limit either party's ability to seek equitable relief.
- 12.12 Reserved.
- 12.13 Amendments. Except as specifically described otherwise in the Terms, any amendment to the Terms must be in writing, expressly state that it is amending the Terms, and be signed by both parties.
- 12.14 Independent Development. Nothing in the Terms will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Terms, provided that the party does not breach its obligations under the Terms in doing so.
- 12.15 Reserved.
- 12.16 Conflicting Terms. If there is a conflict among the documents that make up the Terms, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.
- 12.17 Reserved.
- 12.18 Reserved.
- 12.19 Reserved.
- 12.20 Headers. Headings and captions used in the Terms are for reference purposes only and will not have any effect on the interpretation of the Terms.

13. Definitions.

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

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

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

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

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

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

"Customer Application" has the meaning described in the Services Schedule.

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

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

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

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

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

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

“End User” or “Customer End User” means an individual that Customer permits to use the Services or a Customer Application.

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

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

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

“High Risk Activities” means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

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

“including” means including but not limited to.

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

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

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

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

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

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

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

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

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

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

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

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

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

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

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

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

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

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

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

“URL Terms” has the meaning described in the Services Schedule.

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

Google Cloud Master Terms Implementation Services Schedule

This Implementation Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Terms. This Services Schedule applies to implementation and advisory services described in this Services Schedule that are designed to help Customer use Google products and services. Terms defined in the General Terms apply to this Services Schedule.

1. Services.

- 1.1 Provision of Services. Google will provide Services, including Deliverables, to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).
- 1.2 Training Services. Customer may order Training Services for use in connection with the Services. Training Services are subject to the Training Terms.
- 1.3 Invoices and Payment. Customer will pay all Fees for Services ordered under this Services Schedule. Fees for some Services may be non-cancellable, as specified in the Order Form.
- 1.4 Personnel. Google will determine which Personnel will perform the Services. If Customer requests a change of Personnel and provides a reasonable and legal basis for such request, then Google will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.
- 1.5 Compliance with Customer’s Onsite Policies and Procedures. Google Personnel performing Services at Customer’s facilities will comply with Customer’s reasonable onsite policies and procedures made known to Google in writing in advance.

2. Customer Obligations.

- 2.1 Cooperation. Time will not be of the essence in performing the Implementation Services. Customer will provide reasonable and timely cooperation in connection with Google’s provision of the Services and delivery of the Deliverables. Google will not be liable for a delay caused by Customer’s failure to provide Google with the information, materials, consents, or access to Customer facilities, networks, or systems required for Google to perform the Services. If Reseller or Distributor informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Reseller or Distributor may terminate any incomplete Services and (b) Customer will pay actual costs incurred by Reseller or Distributor for the cancelled Services.
- 2.2 No Personal Data. Customer acknowledges that Google does not need to process Personal Data to perform the Services. Customer will not provide Google with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Google’s processing of such Personal Data.

- 3. **Payments.** If Customer orders Professional Services from a Partner: (a) Customer will pay Partner for the Professional Services; (b) all payment terms are to be decided upon between Customer and Partner; (c) there will not be an Ordering Document between Google and Customer; (d) Google will provide to Partner any refunds or credits that may be due to Customer; and (e) any obligation on the part of Partner to provide any such refunds or credits to Customer will depend on the terms decided upon between Customer and Partner.

4. Intellectual Property.

- 4.1 Background IP. Customer owns all rights, title, and interest in Customer’s Background IP. Google owns all rights, title, and interest in Google’s Background IP. Customer grants Google a license to use Customer’s Background IP to perform the Services (with a right to sublicense to Google Affiliates and subcontractors). Except for the license rights under Sections 4.2 (Google Technology) and 4.3

(Deliverables), neither party will acquire any right, title, or interest in the other party's Background IP under this Services Schedule.

4.2 Google Technology. Google owns all rights, title, and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license (with the right to sublicense to Affiliates) to use the Google Technology in connection with the Deliverables for Customer's internal business purposes. This Services Schedule does not grant Customer any right to use materials, products, or services that are made available to Google customers under a separate agreement, license, or Services Schedule.

4.3 Deliverables. Google grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer's internal business purposes.

5. **Warranties and Remedies.**

5.1 Google Warranty. Google will perform the Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Services. Google will use Personnel with requisite skills, experience, and qualifications to perform the Services.

5.2 Remedies. Google's entire liability and Customer's sole remedy for Google's failure to provide Implementation Services or Deliverables that conform with Section 5.1 (Google Warranty) will be for Google to, at its option, (a) use commercially reasonable efforts to re-perform the Services or (b) terminate the Order Form and refund any applicable Fees received for the nonconforming Services. Any claim that Google has breached the warranty as described in Section 5.1 (Google Warranty) must be made within 30 days after Google has performed the Services.

5.3 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 5, GOOGLE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY GOOGLE PRODUCTS OR ANY CONTENT OR INFORMATION MADE ACCESSIBLE OR AVAILABLE BY OR THROUGH THE PROFESSIONAL SERVICES.

6. **Indemnification.**

6.1 Indemnification Exclusions. General Terms Sections 9.1 (Google Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) modifications to the Google Indemnified Materials or Customer Materials (as applicable) by anyone other than Google or (b) compliance with Customer's instructions, design, or request for customized features.

6.2 Infringement Remedies. The remedies described in General Terms Section 9.5 (Remedies) also apply to Deliverables.

7. **Effects of Termination.** If this Services Schedule or an Order Form under this Services Schedule between Customer and Partner expires or terminates, then:

(a) Effect on Services. The rights under the Terms granted by one party to the other regarding the Services will cease immediately except as described in this Section 7 (Effects of Termination), and Google will stop work on the Services.

(b) Reserved.

(c) Survival. The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 4 (Intellectual Property), 6 (Indemnification), 7 (Effects of Termination), and 11 (Additional Definitions).

8. Reserved.

9. Reserved.

10. Miscellaneous.

10.1 Independent Development. Nothing in the Terms of Service will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs or technology that are similar to the subject of the Terms of Service t, provided that the party does not violate its obligations under the Terms of Service.

10.2 No Third-Party Beneficiaries. The Terms of Service do not confer any benefits on any third party unless it expressly states that it does.

10.3 Interpretation of Conflicting Terms. Unless stated otherwise in the applicable Ordering Document, if there is a conflict between any term of the Terms of Service and a term of an Ordering Document, the Terms of Service will govern.

11. Additional Definitions.

"Background IP" means all Intellectual Property Rights owned or licensed by a party (a) before the Effective Date of the applicable Order Form or (b) independent of the Services.

"Customer Indemnified Materials" means (a) Customer Background IP and any other information, materials, or technology provided to Google by Customer in connection with the Services (in each case, excluding any open source software) and (b) Customer's Brand Features. Customer Indemnified Materials do not include Google Technology or Deliverables.

"Deliverables" means work product created specifically for Customer by Google Personnel as part of the Services and specified as Deliverables in an Order Form.

"Google Indemnified Materials" means (a) Deliverables and Google Technology (in each case, excluding any open source software) or (b) Google's Brand Features. Google Indemnified Materials do not include Customer Background IP.

"Google Technology" means (a) Google Background IP; (b) all Intellectual Property and know-how applicable to Google products and services; and (c) tools, code, algorithms, modules, materials, documentation, reports, and technology developed in connection with the Services that have general application to Google's other customers, including derivatives of and improvements to Google's Background IP. Google Technology does not include Customer Background IP or Customer Confidential Information.

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

"Order Form" means an order form issued by Reseller and/or Distributor and executed by Customer and Google specifying the Services Google will provide to Customer under this Services Schedule

“Personal Data” means personal data that (a) has the meaning given to it in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (“GDPR”) and (b) would cause Google to be subject to GDPR as a data processor for Customer.

“Personnel” means a party’s and its Affiliates’ respective directors, officers, employees, agents, and subcontractors.

“Prices” means the amounts agreed to in an Order Form under this Services Schedule.

“Services” means the then-current advisory and implementation services described at <https://g.co/cloudpsoterm>s and similar advisory or implementation services designed to help Customer use Google products and services. Services do not include Training Services.

“Training Services” means education and certification services related to Google products and services for individual users, as more fully described in an applicable Order Form. Training Services do not include Deliverables.

“Training Terms” means the then-current terms applicable to Training Services described at <https://enterprise.google.com/terms/training-services.html>.