CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Approve the purchase of Google Looker and Apigee software subscriptions from Carahsoft Technology Corporation for the Data Platform Project

Strategic Plan Relevance:	Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver Multi-faceted Mobility Solutions; Invest in Effort that Extend Beyond Roadways
Department:	Operations Department
Contact:	Tracie Brown, Director of Operations
Associated Costs:	$161,112.00 for 12 months
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

Project Description/Background: The objective of the data platform project is to transition all toll transaction data processing and data management capabilities after the point of transaction creation to an Authority-managed solution. A third-party vendor will continue to collect and create the toll transaction at the roadside, then pass the fully formed toll transaction to the Data Platform System. Business logic and rules will then consume the transaction and route the payment request to either the Central United States Interoperability (CUSIOP) Hub or the Pay By Mail (PBM) vendor.

Staff has organized the Data Platform System's implementation into multiple releases spanning several calendar years. Below is a high-level roadmap:

Release	Release 1 & 2 (Combined)		Release 3		Release 4
Portfolios	1 Establish Platform	2 Routing & Exchanges	3 Pricing & Invoicing	4 Data Governance	5 Reporting
Work Streams	• Roadway Transaction Data • Data Transformation • Periodic SLA Review	• CUSIOP DB & TCS • Transaction Routing • Transaction Exchanges	• Product Management • Discount Program • Pricing & Invoicing	• Reporting Data Cache • Data Governance • DMV	• External Reporting • Internal Reporting • Reporting & Analytics
Projects	• Data Platform Solution • Toll Transaction Database(s) • Roadway Transaction Data • Data Transformation • Roadway Data SLA Monitoring	• CUSIOP Database(s) • Source Data Exchange & Transformation • Exemp. Vets. Habits. datasources & (UI/UX) • Transaction Routing Logic, Rules, & Price Adjustments • IOP Exchange • PBM Exchange • Current TCS Exchange • Future TCS Exchange	• Transaction Operations Management Solution (TOMS) • Product Management Strategy • Product Database(s) • Product Pricing Process • Discount Program Strategy • Discount Program Database(s) • Discount Pricing Process • Discount Program Marketing & Communication • Invoice Database(s) • Automated Invoicing Logic • Invoice Data Exchanges	• DMV DB • DMV Exchange • Reporting Cache Platform Solution • Public Reporting Data Exchanges • Public Report Generation • Public Data Reporting • Data Governance - Strategy • Data Governance Solution – Data Use • Data Governance – Availability • Data Governance - Policies & Education	• External Data Reporting Database(s) • Internal Data Reporting Database(s) • External Reporting Data Exchanges • Report Generation • Internal & External Data Exchange • Internal Reporting & Analytics Tool(s)
Key Outcomes	• Data Platform Environment • Internal Roadway Transaction Data • SLA-driven quality	• Transaction & Payment Path routing • IOP Exchange • PBM Exchange • Tolling Exchange (TCS) • Other Exchanges	• Internal pricing controls • Transaction Operations Management • Discount programs • Consistent invoicing • Transaction Processing Independence	• Fixed & Dynamic Reporting* • Data governance • SOC 2 Compliance	• Internal & external data access* • Data Governance • Public data availability

Release 1 & 2 development is nearing completion. A Statement of Work for Release 3 was issued in July 2021. Board consideration of its award is targeted for the September board meeting. At the end of Release 3, CTRMA will be ready to use the Data Platform System as its integration point for all transaction processing and reporting.

Previous Actions & Brief History of the Program/Project: In February 2021 the Board of Directors approved the award of Release 1 and 2 development to Deloitte Consulting LLC. As proposed by Deloitte, the CTRMA Data Platform will be developed and deployed leveraging Google Cloud Services. Subscriptions to the Google products Apigee and Looker are needed to support interfaces to the Data Platform System and facilitate advanced reporting.

The cost of software subscription is $161,112 annually. The subscription term is 12 months and is being procured through Carahsoft Technology Corporation, Google Cloud's exclusive government distributor. Carahsoft is an approved vendor Texas Department of Information Resources, DIR contract #DIR-TSO-4162.

After a six-month procurement process using the Texas Department of Information Resources (DIR) vendor for deliverable-based information technology services (DBITS) process the Mobility Authority Board of Directors approved the selection of Deloitte Consulting LLP in February 2021 as the vendor having the skill set needed to complete Release 1 and 2 of the Data Platform Project.

The Mobility Authority Board approved changes to the agency's Policy Code in November 2020 allowing for the utilization of contractors and vendors procured by the Department of Information Resources (DIR) without the need for any further procurement process. DIR's Cooperative (Co-op) Contracts program is a streamlined

cooperative purchasing program for state and local government, public education, and other public entities in Texas, as well as public entities outside the state.

Financing: Operating Fund

Action requested/Staff Recommendation: Staff recommends approving the purchase of the Google software products Apigee and Looker from Carahsoft Technology Corporation through the Texas Department of Information Resources Cooperative Contracts Program in support of the Mobility Authority's data platform host project. Pursuant to Government Code Section 2054.0565 and the Mobility Authority Policy Code, use of the DIR contract with Carahsoft Technology Corporation satisfies all competitive purchasing requirements.

Backup provided: Draft Resolution
Google / Carahsoft Price Quotation
Google Cloud Master Agreement Terms of Service – Public Sector

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 21-0XX

**APPROVING THE PURCHASE OF GOOGLE LOOKER AND APIGEE SOFTWARE
SUBSCRIPTIONS FROM CARAHSOFT TECHNOLOGY CORPORATION FOR THE
MOBILITY AUTHORITY'S DATA PLATFORM PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is developing a data platform which leverages Google cloud Services to transition all toll transaction data processing and data management capabilities after the point of transaction creation from a third-party vendor to the Mobility Authority (the "Data Platform Project"); and

WHEREAS, the Data Platform Project requires the use of Google software products Apigee and Looker to support interfaces to the Data Platform and facilitate advanced reporting; and

WHEREAS, annual subscriptions for Apigee and Looker software can be purchased from Carahsoft Technology Corporation through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-4162; and

WHEREAS, the Executive Director has obtained pricing for the Apigee and Looker software subscriptions from Carahsoft Technology Corporation which is attached hereto as <u>Exhibit A</u>; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may use the DIR cooperative contract with Carahsoft Technology Corporation to procure the Apigee and Looker software subscriptions without the need to seek competitive bids; and

WHEREAS, the Executive Director recommends purchasing the Apigee and Looker software subscriptions in an amount not to exceed $161,112.00 from Carahsoft Technology Corporation through their DIR cooperative contract to support the Data Platform Project.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to purchase Apigee and Looker software subscriptions in an amount not to exceed $161,112.00 from Carahsoft Technology Corporation through Texas Department of Information Resources Contract No. DIR-TSO-4162 based on the price quotation attached hereto as <u>Exhibit A</u>.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of August 2021.

Submitted and reviewed by: Approved:

_____   _____
Geoffrey Petrov, General Counsel   Robert W. Jenkins, Jr.
                                                                                 Chairman, Board of Directors

Exhibit A

GOVERNMENT - PRICE QUOTATION

GOOGLE PUBLIC SECTOR at CARAHSOFT

Google

carahsoft.

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 888-662-2724
WWW.CARAHSOFT.COM/GOOGLE | GOOGLE@CARAHSOFT.COM

TO:	Greg Mack Assistant Director of IT and Toll Systems Central Texas Regional Mobility Authority 3300 N IH 35 Suite 300 Austin, TX 78705 USA	FROM:	Adam Pritchard Carahsoft Technology Corp. Google Public Sector Team 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	gmack@ctrma.org	EMAIL:	Adam.Pritchard@carahsoft.com
PHONE:	(512) 797-1100	PHONE:	(571) 662-4256 FAX: (703) 871-8505

TERMS:	DIR Contract No. DIR-TSO-4162 Expiration: 05/09/2021 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Texas VID#: 15221896937 Sales Tax May Apply		
	QUOTE NO:	27291845	
	QUOTE DATE:	08/09/2021	
	QUOTE EXPIRES:	08/31/2021	
	RFQ NO:		
	SHIPPING:	ESD	
	TOTAL PRICE:	$161,112.00	
	TOTAL QUOTE:	**$161,112.00**	

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	APGEOPT125	Apigee Edge Standard 12 month term Apigee Corporation - APGEOPT125 Type: New Product: Apigee Edge Standard	LIST: $75,000.00 CONTR: $73,500.00	$73,500.00 TX DIR	1	$73,500.00
2	Looker-101-613	Platform Standard - Looker Hosted 12 month term Google - Looker-101	LIST: $5,000.00 CONTR: $4,900.00	$4,900.00 TX DIR	12	$58,800.00
3	Looker-121-613	Add-On Instance - Looker Hosted 12 month term Google - Looker-121	LIST: $2,000.00 CONTR: $1,960.00	$1,960.00 TX DIR	12	$23,520.00
4	Looker-100-613	Viewer User - Looker Hosted 15 Viewer Users for 12 months Google - Looker-100	LIST: $30.00 CONTR: $29.40	$29.40 TX DIR	180	$5,292.00
		SUBTOTAL:				$161,112.00
				TOTAL PRICE:		**$161,112.00**
				TOTAL QUOTE:		**$161,112.00**

Google

carahsoft

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 888-662-2724
WWW.CARAHSOFT.COM/GOOGLE | GOOGLE@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE

Customer accepts Google flow down terms.
https://static.carahsoft.com/concrete/files/4116/0389/0672/Master_Cloud___GCP_TOS_1.PDF

For Line 1: Customer accepts flow down terms.
https://cloud.google.com/apigee/google-terms-service-apigee-products

For Line 2-4: Customer accepts Looker flow down terms.
https://looker.com/trust-center/legal/customers/licensing

Looker may be used as a business intelligence data platform by Central Texas Regional Mobility Authority for Internal Business Purposes, pursuant to the Deployment Attributes and license restrictions defined on this Order Form. Use of Looker for any other purpose (including affiliated company datasets or purposes) will require a separate Order Form.

QUOTE DATE: **08/09/2021**
QUOTE NO: **CONFIDENTIAL**
27291845

DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Carahsoft Technology Corporation have entered into an Agreement **in an amount not to exceed $161,112.00** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. #DIR-TSO-4162 for a software enterprise agreement described in this price quotation. All terms and conditions of Texas Department of Information Resources Contract No. #DIR-TSO-4162 are applicable to and made part of this agreement.

CARAHSOFT TECHNOLOGY CORPORATION

Kristina Smith
_____
Kristina Smith
Contracts Director

8/13/2021
_____
Date

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

_____
James Bass
Executive Director

_____
Date

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 <u>Redirect Disclosure Request</u>. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

6. **<u>Marketing and Publicity</u>.** 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. **<u>RESERVED</u>**.

8. **<u>Disclaimer</u>. 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. **<u>Indemnification</u>.**

9.1 <u>Google Indemnification Obligations</u>. 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 <u>Customer Indemnification Obligations</u>. 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 <u>Indemnification Exclusions</u>. 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 <u>Indemnification Conditions</u>. 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 <u>Remedies</u>.

(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 <u>Sole Rights and Obligations</u>. 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. <u>Liability</u>.

10.1 <u>Limited Liabilities</u>.

(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 <u>Unlimited Liabilities</u>. 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
Google Cloud Platform Services Schedule

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

1.   Using the Services.

1.1   Admin Console. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer may make Customer Applications available to End Users. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.

1.2   Ceasing Services Use. Customer may stop using the Services at any time.

1.3   Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

2.   Data Processing and Security.

2.1   Protection of Customer Data. Google will only access or use Customer Data to provide the Services and GCP Technical Support Services ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.

2.2   Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by reference into this Services Schedule.

3.   Additional Payment Terms.

3.1   Usage and Invoicing. Customer will pay all Fees for the Services and GCP Technical Support Services. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.

3.2   RESERVED.

3.3   RESERVED.

4.   Updates to Services and Terms.

4.1   Changes to Services.

        (a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.

        (b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or

functionality with a materially similar Service or functionality.

(c) <u>Support</u>. Google will continue to provide product and security updates, and GCP Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

(d) <u>Backwards Incompatible Changes</u>. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.

4.2 <u>Changes to Terms</u>. Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 <u>Permitted Changes</u>. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality.

5.   Temporary Suspension.

5.1 <u>Services Suspension</u>. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 <u>Limitations on Services Suspensions</u>. If Google Suspends Services under Section 5.1 (Services Suspension), then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6.   Technical Support. Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.

7.   Copyright. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at http://www.google.com/dmca.html.

8.   Software.

8.1 <u>Provision of Software</u>. Google may make Software available to Customer, including third-party software. Customer's use of any Software is subject to the applicable provisions in the Service Specific Terms.

8.2 <u>Ceasing Software Use</u>. If the Agreement or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.

9.   Survival. The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 12 (Additional Definitions).

10.   Termination of Previous Agreements. If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and

the Agreement will govern the provision and use of the Services going forward.

11.   Additional Definitions.

"Account" means Customer's Google Cloud Platform account.

"Admin Console" means the online console(s) and tool(s) provided by Google to Customer for administering the Services.

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

"Customer Application" means a software program that Customer creates or hosts using the Services.

"Customer Data" means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

"Customer Indemnified Materials" means Customer Data, Customer Brand Features, Customer Applications, and Projects.

"Data Processing and Security Terms" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at https://cloud.google.com/terms/data-processing-terms/.

"GCP Service Specific Terms" means the then-current terms specific to one or more Services or Software described at https://cloud.google.com/cloud/terms/service-terms.

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

"GCP Technical Support Services Guidelines" or "TSS Guidelines" means the then-current Google Cloud Platform support service guidelines described at https://cloud.google.com/terms/tssg/.

"Google API" means any application programming interface provided by Google as part of the Services.

"Google Indemnified Materials" means Google's technology used to provide the Services and Google's Brand Features.

"Key Services" means the then-current list of Services described at https://cloud.google.com/terms/key-services. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

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

"Prices" means the then-current applicable prices for the Services described at https://cloud.google.com/skus/ unless otherwise agreed in an Order Form or amendment to this Services Schedule listed in the applicable Reseller Agreement or Distributor Agreement.

"Project" means a collection of Google Cloud Platform resources configured by Customer via the Services.

"Services" means the then-current services described at https://cloud.google.com/terms/services.

"SLA" means the then-current service level agreements described at https://cloud.google.com/terms/sla/.

"Software" means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time.

"URL Terms" means the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.