



PRODUCT TERMS: GOOGLE CLOUD PLATFORM

1. Product Terms and Definitions.

These Product Terms form part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them elsewhere in the Agreement. In the event of a conflict between an express term of these Product Terms and an express term elsewhere in the Agreement, the express term in these Product Terms shall take precedence, govern and control the subject matter.

2. Services

- 2.1. Google Cloud Platform services (“**GCP**”) is made up of certain physical assets, such as computers and hard disk drives, and virtual resources, such as virtual machines (VMs), that are contained in Google's data centers. For more information about GCP, please click on [Google Cloud Overview](#). Aptum shall resell to the Customer, access and use of certain features and components GCP, including, if applicable Aptum's management services therefor in accordance with the terms of the Agreement, including these Product Terms as more fully described in the applicable Order (collectively, the “**Services**”).
- 2.2. Google's terms of service for the GCP are available at <https://cloud.google.com/cloud/terms/service-terms>; <https://cloud.google.com/cloud/terms/service-terms>; <https://cloud.google.com/terms/data-processing-terms>; <https://cloud.google.com/docs/>; <https://cloud.google.com/cloud/terms/aup>; and <http://cloud.google.com/skus> (collectively “**GCP Terms**”) are incorporated herein by reference and therefore form part of these Product Terms. To the extent that there is a conflict between any expressed term herein and an express term of the GCP Terms, the express term in the GCP Terms shall take precedence, govern and control the subject matter.
- 2.3. In connection with using the GCP, the Customer will have access to the Google Cloud admin console, through which the Customer may administer the Services. Google will provision GCP in accordance with the applicable SLA (if any). To the extent permitted by law, the only remedies for Google's failure to provision GCP in accordance with the applicable SLA are those stated in the SLA.

3. Fees and Invoicing

Customer will pay all Fees based features included with the Services as set forth in the Order, such as: **(a)** Customer's use of the Services and technical support service provided by Google to Customer in accordance with the Google guidelines available at <https://cloud.google.com/terms/tssg/> (“**TSS**”); **(b)** any “**Committed Units**” (as this term is defined in the GCP Terms) selected; **(c)** the Customer's commitment to spend a specified amount for use of the Services over a specified period of time, whether Customer uses those Services or not (“**Committed Purchases**”); **(d)** Customer's commitment to purchase a specified package of the Services over a specified period of time, whether Customer uses those Services or not (“**Package Purchases**”); and/or **(e)** Aptum's GCP management services. As Google's fees for GCP is based on the Customer's usage/consumption of the cloud resources arising thereunder, Aptum's monthly invoices to the Customer for Services shall take into account Google's monthly measurement of the Customer's access and use of GCP; and such measurement shall be final and not disputable by the Customer.

- 3.1. Unless otherwise stated to the contrary in the applicable Order, Aptum shall invoice the Customer on a monthly basis for all Fees accrued at the end of the then-current month for the Services.

4. Changes to GCP

- 4.1. Google may update GCP, provided that such updates do not result in material reduction on the functionality, performance, availability, or security of GCP.
- 4.2. Google will endeavour to notify Customer at least 12 months before discontinuing GCP or part thereof (associated material functionality), unless Google replaces such discontinued GCP or functionality with a materially similar service or functionality.



- 4.3. Google may update GCP Terms provided that such updates do not: (i) result in a material degradation of the overall security of the Services, (ii) expand the scope of or remove any restrictions on Google's processing of Customer data as described in the GCP Terms, or (iii) have a material adverse impact on Customer's rights under the GCP Terms. Google will notify Customer of any material updates the GCP Terms.
- 4.4. Despite anything in the Agreement or GCP Terms to the contrary, Google's ability to make any changes to the GCP and/or the GCP Terms in order to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability of GCP or related functionality, shall not be limited or impaired in anyway.

5. Documentation

Google may provide GCP related ocumentation in support of Customer's use of GCP. Such documentation may specify restrictions on how the applications may be built or how the GCP may be used and the Customers shall comply with such restrictions.

6. Restrictions

- 6.1. Unless Google specifically agrees in writing, Customer will not, and will not allow any third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of GCP (subject to licensing provision in the GCP Terms, and except to the extent such restriction is expressly prohibited by applicable law); (b) access and use GCP any manner intended to avoid incurring fees from Google or reduce the monthly GCP usage measurements determined by Google; (c) unless otherwise stated the GCP Terms, use GCP to operate or enable any telecommunications service or in connection with any application that allows Users to place calls or to receive calls from any public switched telephone network; or (d) access or use GCP: (i) to create, transmit, process or store any data that is subject to the *International Traffic in Arms Regulations* maintained by the Department of State, (ii) on behalf of or for the benefit of any entity or person who is legally prohibited from using the GCP, or (iii) to transmit, store, or process Protected Health Information (as defined in *Health Insurance Portability and Accountability Act* which is referred to herein as "HIPAA") unless both parties have executed a business associate agreement pursuant to HIPAA.
- 6.2. Customer may not disclose directly or through a third party the results of any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the GCP, unless the disclosure includes all information necessary for Google or a third party to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of GCP and discloses the results directly or through a third party, then Google (or a Google directed third party) may conduct Tests of Customer's products or services (if the Customer or a Customer-directed third party conducted the Test). Google may disclose the results of any such Test of Customer's products or services (which disclosure will include all information necessary for Customer or a third party to replicate the Test).

7. Compliance

Customer shall ensure that its use of the Services applicable law, the terms of the Agreement and the term of the GCP Terms; and the Customer shall reasonable cause other Users to do the same and shall at all time be responsible for its and other Users' such compliance.

8. Feedback

If Customer provides feedback to Google, then Google and its affiliates may use that feedback without restriction and without obligation to Customer.

9. Intellectual Property

Except as expressly set agreed to in writing, nothing in the Agreement or GCP Terms grant Aptum, the Customer or Google any rights, implied or otherwise, to the other's content or any of the other's intellectual property.



10. Cessation/Suspension

- 10.1. Google may remove Projects (as this term is defined as a grouping of computing, storage, and API resources for Customer, through which Customer may use GCP) for inactivity upon 30 days advance notice, if, for a period exceeding 180 days, such Project does not have: (a) active virtual machine or storage resources, (b) associated Applications that are serving any requests; and (c) has not incurred any Fees for Services.
- 10.2. If Aptum becomes aware that any use of the Services by the Customer that violates the Aptum's or Googles AUP and despite notification to the Customer by google and/or Aptum the Customer fails to reasonably cure such violation, then Aptum may immediately, upon written notice to the Customer (via Aptum ticket or email permitted) suspend the Services, including the Customer access to and use of GCP and/or remove the relevant Customer data from GCP as reasonably necessary without liability of any kind to the Customer and other Users.
- 10.3. If Aptum fails to suspend or remove as noted in the foregoing Section of these Product Terms, or if Google becomes aware that Customer's or any other User's use of the Services does not comply with any GCP Terms (e.g.: Google AUP), Google will give Customer notice of such violation by requesting that Aptum correct the violation. Google may Suspend all or part of Customer's use of the GCP if: (a) Customer fails to correct such violation within 24 hours of request from either Google or Aptum, or (b) if Google is otherwise required by applicable law to take action.
- 10.4. Despite the foregoing, Google may immediately suspend Customer's use of GCP if necessary to comply with law or protect GCP or Google's infrastructure supporting the GCP.
- 10.5. Google shall endeavour to ensure that any suspension pursuant to this Article be to the minimum extent and for the shortest duration necessary to resolve the cause for such suspension, and Google will, when appropriate provide the Customer notice of the cause for suspension within a reasonable period of time to the extent it is legally permitted.

11. General

- 11.1. Aptum may terminate the Services upon sixty (60) days' prior written notice to the Customer.
- 11.2. Google and/or Aptum will not be liable for any damages, whether direct, indirect, incidental or consequential, arising from or related to the provision of Services or any part thereof.
- 11.3. Google does not make and expressly disclaims to the fullest extent permitted by applicable law any warranties with respect to GCP, including warranties of merchantability, fitness for a particular use, and non-infringement.
- 11.4. Customer acknowledges and accepts that Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally or not without their input. Google responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process in the *U.S. Digital Millennium Copyright Act*. If Customer thinks somebody is violating Customer's copyrights and wants 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>.
- 11.5. Customer acknowledges that Google may provide TSS in connection with GCP in accordance with the GCP Terms or as otherwise be specified in any agreement between the Customer and Google; such TSS will only be provided in or to the applicable Territory. In this Section the term "**Territory**" means the geographical region that Aptum is permitted by Google to resell GCP.
- 11.6. Customer acknowledges and agrees to observe and comply with the terms of the GCP Terms in regards to its obligations to indemnify Google among others.