



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(a) 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**”).

2.1(b) Google Looker Platform is an additional service (“**GLP**”) that, when purchased by the Customer as evidenced expressly on an applicable Order, is integrated with GCP and forms part of the Services hereunder. GLP provides the Customer with business intelligence, data applications, and embedded analytics. For more information about GLP, please click on <https://cloud.google.com/looker>.

2.2(a) 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.

2.2(b) Google’s terms of service for the GLP are available at <https://looker.com/trust-center/legal/customers/msa>, and includes Google’s acceptable use policy (<https://looker.com/trust-center/legal/customers/aup>) and Google’s data processing and Security Terms (<https://looker.com/trust-center/legal/partners/partner-dpst>) (collectively “**GLP Terms**”). To the extent that GLP for part of the Services, the GLP Terms shall then be 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 GLP Terms, the express term in the GLP Terms shall take precedence, govern and control the subject matter.

2.3(a) 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.

2.3(b) All technical support for GLP is provided exclusively by Google to the Customer. Under no circumstances will Google have any technical support obligations to the Customer relating to any third party products or services that are not provisioned by Google or otherwise not associated with the GLP.

2.4 In these Product Terms, GCP Terms and GLP Terms shall be collectively referred to as the “**Google Terms**.”

3. Fees and Invoicing

Customer will pay the Fees for 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 or GLP Terms as applicable) 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 and/or GLP management services (if applicable). As Google's fees for Services are 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 the Services; 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 the Services

- 4.1. Google may update any part of the Services, provided that such updates do not result in a material reduction on the functionality, performance, availability, or security of such portion of the Services.
- 4.2. Google will endeavour to notify Customer at least 12 months before discontinuing any Services or part thereof (associated material functionality), unless Google replaces the affected Service or part thereof with materially similar functionality.
- 4.3. Google may update the Google 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 Google 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 Google Terms to the contrary, Google's ability to make any changes to the Google 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 the Services or related functionality, shall not be limited or impaired in anyway.

5. Documentation

Google may make available documentation in support of Customer's use of the Services. Such documentation may specify restrictions on how the applications may be built or how the Services 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 the Services (subject to licensing provision in the Google Terms, and except to the extent such restriction is expressly prohibited by applicable law); (b) access and use the Services in any manner intended to avoid incurring fees from Google or reduce the monthly Services usage measurements determined by Google; (c) unless otherwise stated in the Google Terms, use of the Services 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 the Services: (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 Services, 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 Services, 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 the Services 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 it uses the Services in compliance of applicable law, the Agreement and Google Terms; and the Customer shall reasonably 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 Google Terms grants 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 the Services) 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, without liability of any kind to the Customer and other Users, upon written notice to the Customer (via Aptum ticket or email permitted) suspend the Services, including the Customer access to and use thereof and/or remove the relevant Customer data from the Services as reasonably necessary.
- 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 Google 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 Services 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 the Services if necessary to comply with law or protect the Services or Google's infrastructure supporting the Services.
- 10.5. Google shall endeavour, where reasonable possible, 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 Services, 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 the Services in accordance with the Google 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 the Services.
- 11.6. Customer acknowledges and agrees to observe and comply with the terms of the Google Terms in regards to its obligations to indemnify Google among others.