Google Cloud Dataflow Service Level Agreement (SLA)

During the Term of the Google Cloud Platform License Agreement or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer (the "Service Level Objective " or "SLO") as follows:

Covered Service	Monthly Uptime Percentage
Google Cloud Dataflow	>=99.5%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before issuing another request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds.

- **"Covered Service"** means Google Cloud Dataflow.

- **"Downtime"** means more than a five percent Error Rate. Downtime is measured based on server side Error Rate.

- **"Downtime Period"** means a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten consecutive minutes will not be counted towards any Downtime Periods.

- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

- **"Financial Credit"** means the following for the Covered Services (except as otherwise set forth below):

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service that does not meet SLO and that will be credited to Customer's future monthly bills
99% - <99.5%	10%
95% - <99%	25%
<95%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Google with log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Google will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.

Maximum Financial Credit

The maximum aggregate number of Financial Credits issued by Google to Customer for all Downtime Periods in a single billing month will not exceed 50% of the amount due from

Customer for the Covered Service for the applicable month. Financial Credits will be in the form of a monetary credit applied to future use of the Covered Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or services excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

Google Cloud Datastore Service Level Agreement (SLA)

During the term of the Google Cloud Platform License Agreement or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Google Cloud Datastore Multi-Region	>= 99.95%
Google Cloud Datastore Regional	>= 99.9%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before retrying the request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds.

- **"Covered Service"** means Google Cloud Datastore.

- **"Downtime"** means more than a ten percent Error Rate. Downtime is measured based on server side Error Rate.

- **"Downtime Period"** means a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.

- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

- **"Financial Credit"** means the following for Google Cloud Datastore Multi-Region:

Monthly Uptime Percentage	Percentage of monthly bill for Google Cloud Datastore Multi-Region which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.95%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for Google Cloud Datastore Regional:

Monthly Uptime Percentage	Percentage of monthly bill for Google Cloud Datastore Regional which does not meet SLO that will be credited to future monthly bills of Customer
98.0% – < 99.9%	10%
95.0% – < 98.0%	25%
< 95.0%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.

Google Cloud DNS Service Level Agreement (SLA)

During the Term of the Google Cloud Platform License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage of Serving DNS queries from at least one of the Google managed Authoritative Name Servers to Customer of 100% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Covered Service"** means:
- Response to domain queries from at least one of the authoritative name servers configured and existing under Google Cloud DNS.
- **"Downtime"** means:
- For Name Serving: Inability to serve responses from all of the Authoritative Name Servers to DNS queries for domains configured in Google Cloud DNS.
- **"Downtime Period"** means a period of 60 consecutive seconds of Downtime. Intermittent Downtime for a period of less than 60 consecutive seconds will not be counted towards any Downtime Periods.
- **"Financial Credit"** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service which does not meet SLO that will be credited to future monthly bills of Customer

99.5% - <100%	10%
95% - <99.5%	25%
<95%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer must request financial credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Google with log files showing loss of response to name server queries from Google name servers on specific domain managed by Google Cloud DNS and the date and time they occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit.

Maximum financial credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Covered Service and will be applied within 60 days after the Financial Credit was requested.

SLA exclusions

The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

Google Cloud Platform Acceptable Use Policy

Use of the Services is subject to this Acceptable Use Policy.

Capitalized terms have the meaning stated in the applicable agreement between Customer and Google.

Customer agrees not to, and not to allow third parties to use the Services:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing Customer End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);

- to engage in, promote or encourage illegal activity;

- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);

- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;

- to disable, interfere with or circumvent any aspect of the Services;

- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); or

- to use the Services, or any interfaces provided with the Services, to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.

Google Cloud Platform Launch Stages

Launch stages

Launch Stage	Description
Early Access	Early Access features are limited to a closed group of testers. To use these features, you must sign up in advance and sign a Trusted Tester agreement (which includes confidentiality provisions). These features may be unstable, changed in backward-incompatible ways, and are not guaranteed to be released.
Alpha	Alpha is a limited availability test for releases before they are cleared for widespread use. By Alpha, all significant design issues are resolved and we are in the process of verifying functionality. Alpha customers need to apply for access, agree to applicable terms, and have their projects whitelisted. Alpha releases don't have to be feature complete, no SLAs are provided, and there are no technical support obligations, but they will be far enough along that customers can actually use them in test environments or for limited-use tests -- just like they would in normal production cases.
Beta	Beta is the point at which we are ready to open a release for any customer to use. There are no SLA or technical support obligations in a Beta release, and charges may be waived in some cases. Products will be complete from a feature perspective, but may have some open outstanding issues. Beta releases are suitable for limited production use cases.
General Availability (GA)	GA features are open to all developers and are considered stable and fully qualified for production use.
Deprecated	Deprecated features are scheduled to be shut down and removed. For more information, see the "Deprecation Policy" section of our Terms of Service and the Google Cloud Platform Subject to the Deprecation Policy documentation.

Google Cloud Platform Terms of Service

Last modified: October 3, 2016

Your use of the Software is subject to the terms and conditions of the Google Cloud Platform License Agreement, but only to the extent that all terms and conditions in the Google Cloud Platform License Agreement are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341 and 41 U.S.C. §6301), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (41 § U.S.C.6405), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Google Cloud Platform License Agreement or this TOS are inconsistent with Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders under this TOS.

Google Cloud Platform License Agreement

This Google Cloud Platform License Agreement (the "Agreement") is made and entered into by and between Google and the entity agreeing to these terms ("Customer"). "Google" means either (i) Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland, if Customer's billing address is in any country within Europe, the Middle East, or Africa ("EMEA"), (ii) Google Asia Pacific Pte. Ltd., with offices at 8 Marina View Asia Square 1 #30-01 Singapore 018960, if Customer's billing address is in any country within the Asia Pacific region ("APAC") except as provided below for Customers with the billing address in Japan or Australia, (iii) Google Cloud Japan G.K., with offices at Roppongi Hills Mori Tower, 10-1, Roppongi 6-chome, Minato-ku Tokyo, if Customer's billing address is in Japan, (iv) with effect from November 1, 2016, Google Australia Pty Ltd., with offices at Level 5, 48 Pirrama Road, Pyrmont, NSW 2009 Australia, if Customer's billing address is in Australia, or (v) Google Inc., with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, if Customer's billing address is in any country in the world other than those in EMEA and APAC.

This Agreement is effective as of the date the Government Contracting Officer signs the Order Form to which this document is incorporated or referenced (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to

bind Customer, please do not click to accept. This Agreement governs Customer's access to and use of the Service. For an offline variant of this Agreement, you may contact Google for more information.

1. <u>Provision of the Services</u>.

1.1 <u>Services Use</u>. Subject to this Agreement, during the Term, Customer may: (a) use the Services, (b) integrate the Services into any Application that has material value independent of the Services, and (c) use any Software provided by Google as part of the Services. Customer may not sublicense or transfer these rights except as permitted under the Assignment section of the Agreement.

1.2 <u>Console</u>. Google will provide the Services to Customer. As part of receiving the Services, Customer will have access to the Admin Console, through which Customer may administer the Services.

1.3 <u>Facilities</u>. All facilities used to store and process an Application and Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google processes and stores its own information of a similar type. Google has implemented at least industry standard systems and procedures to (i) ensure the security and confidentiality of an Application and Customer Data, (ii) protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and (iii) protect against unauthorized access to or use of an Application and Customer Data.

1.4 <u>Data Location</u>. Customer may select where certain Customer Data will be stored ("Data Location Selection"), and Google will store it there in accordance with the Service Specific Terms . If a Data Location Selection is not covered by the Service Specific Terms (or a Data Location Selection is not made by Customer with respect to any Customer Data), Google may process and store the Customer Data anywhere Google or its agents maintain facilities. By using the Services, Customer consents to this processing and storage of Customer Data. Under this Agreement, Google is merely a data processor.

1.5 <u>Accounts</u>. Customer must have an Account and a Token (if applicable) to use the Services, and is responsible for the information it provides to create the Account, the security of the Token and its passwords for the Account, and for any use of its Account and the Token. If Customer becomes aware of any unauthorized use of its password, its Account or the Token, Customer will notify Google as promptly as possible. Google has no obligation to provide Customer multiple Tokens or Accounts.

1.6 <u>New Applications and Services</u>. Google may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "Services" definition from time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon Customer's agreement to additional terms.

1.7 <u>Modifications</u>.

a. <u>To the Services</u>. Google may make commercially reasonable updates to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.

b. <u>To the Agreement</u>. Google may make changes to this Agreement, including pricing (and any linked documents) from time to time. Unless otherwise noted by Google, material changes to the Agreement will become effective 30 days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. If Customer does not agree to the revised Agreement, please stop using the Services. Google will post any modification to this Agreement to the Terms URL. Notwithstanding the foregoing, changes in the terms and conditions of this Agreement may be made only by written agreement of the GSA Contracting Officer, the GSA Schedule Contractor, and Google.

c. <u>To the Data Processing and Security Terms</u>. Google may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:

(i) is commercially reasonable;

(ii) does not result in a degradation of the overall security of the Services;

(iii) does not expand the scope of or remove any restrictions on Google's processing of Customer Personal Data, as described in Section 5.2 (Scope of Processing) of the Data Processing and Security Terms; and

(iv) does not otherwise have a material adverse impact on Customer's rights under the Data Processing and Security Terms.

If Google makes a material change to the Data Processing and Security Terms in accordance with this Section, Google will post the modification to the URL containing those terms.

1.8 Service Specific Terms and Data Processing and Security Terms. The Service Specific Terms and Data Processing and Security Terms are incorporated by this reference into the Agreement.

2. Payment Terms.

2.1 Free Quota. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

2.2 Online Billing. At the end of the applicable Fee Accrual Period, Google will issue an electronic bill to Customer for all charges accrued above the Fee Threshold based on (i) Customer's use of the Services during the previous Fee Accrual Period (including, if any, the relevant Fee for TSS set forth in the Fees definition below); (ii) any Reserved Units selected; (iii) any Committed Purchases selected; and/or (iv) any Package Purchases selected. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account and will pay all Fees in the currency set forth in the invoice. If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Google will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice (and Google agrees), all Fees are due as set forth in the invoice. Customer's obligation to pay all Fees is non-cancellable. Google's measurement of Customer's use of the Services is final. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Google. Notwithstanding the foregoing, the GSA Multiple Award Schedule (MAS) Contractor shall invoice Customer in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(g) Contract Terms and Conditions – Commercial Items, Changes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and Customer shall pay in accordance with GSAR 552.212-4(i) Payment and the Prompt Payment Act (31 USC 3903).

2.3 Taxes. Customer is responsible for any Taxes, and Customer will pay the GSA MAS Contractor for the Services without any reduction for Taxes. If the GSA MAS Contractor is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides the GSA MAS Contractor with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If Customer is required by law to withhold any Taxes from its payments to the GSA MAS Contractor, Customer must provide the GSA MAS Contractor with an official tax receipt or other appropriate documentation to support such withholding. If under the applicable tax legislation the Services are subject to local VAT and the Customer is required to make a withholding of local VAT from

amounts payable to the GSA MAS Contractor, the value of Services calculated in accordance with the above procedure will be increased (grossed up) by the Customer for the respective amount of local VAT and the grossed up amount will be regarded as a VAT inclusive price. Local VAT amount withheld from the VAT-inclusive price will be remitted to the applicable local tax entity by the Customer and Customer will ensure that the GSA MAS Contractor will receives payment for its services for the net amount as would otherwise be due (the VAT inclusive price less the local VAT withheld and remitted to applicable tax authority). Notwithstanding the foregoing, Taxes shall be handled in accordance with GSAR 552.212-4(k) Taxes and GSAR 552.212-4(w)(1)(x) Taxes and surcharges.

3. Customer Obligations.

3.1 Compliance. Customer is solely responsible for its Applications, Projects, and Customer Data and for making sure its Applications, Projects, and Customer Data comply with the AUP. Google reserves the right to review the Application, Project, and Customer Data for compliance with the AUP. Customer is responsible for ensuring all Customer End Users comply with Customer's obligations under the AUP, the Service Specific Terms, and the restrictions in Sections 3.3 and 3.5 below.

3.2 Privacy. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

3.3 Restrictions. Customer will not, and will not allow 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 Section 3.4 below and except to the extent such restriction is expressly prohibited by applicable law); (b) use the Services for High Risk Activities; (c) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; (d) create multiple Applications, Accounts, or Projects to simulate or act as a single Application, Account, or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring Fees; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows Customer End Users to place calls or to receive calls from any public switched telephone network; or (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State. Unless otherwise specified in writing by Google, Google does not intend uses of the Services to create obligations under HIPAA, and makes no representations that the Services satisfy HIPAA requirements. If Customer is (or

becomes) a Covered Entity or Business Associate, as defined in HIPAA, Customer will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received prior written consent to such use from Google.

3.4 <u>Third Party Components</u>. Third party components (which may include open source software) of the Services may be subject to separate license agreements. To the limited extent a third party license expressly supersedes this Agreement, that third party license governs Customer's use of that third party component.

3.5 <u>Documentation</u>. Google may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Applications may be built or the Services may be used and Customer will comply with any such restrictions specified.

3.6 <u>Copyright Policy</u>. 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 applicable copyright laws including in particular the process set out in the U.S. Digital Millennium Copyright Act. If Customer thinks somebody is violating Customer's or Customer End Users' 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.

4. <u>Suspension and Removals</u>.

4.1 <u>Suspension/Removals</u>. If Customer becomes aware that any Application, Project, or Customer Data violates the AUP, Customer will immediately suspend the Application or Project and/or remove the relevant Customer Data (as applicable). If Customer fails to suspend or remove as noted in the prior sentence, Google may specifically request that Customer do so. If Customer fails to comply with Google's request to do so within twenty-four hours, then Google may disable the Project or Application, and/or disable the Account (as may be applicable) until such violation is corrected.

4.2 <u>Emergency Security Issues</u>. Despite the foregoing, if there is an Emergency Security Issue, then Google may automatically suspend the offending Application, Project, and/or Account. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or

resolve the Emergency Security Issue. If Google suspends an Application, Project, or the Account, for any reason, without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the suspension as soon as is reasonably possible.

5. Intellectual Property Rights; Use of Customer Data; Feedback.

5.1 Intellectual Property Rights. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Services and Software.

5.2 Use of Customer Data. Google will not access or use Customer Data, except as necessary to provide the Services to Customer.

5.3 Customer Feedback. If Customer provides Google Feedback about the Services, then Google may use that information without obligation to Customer, and Customer hereby irrevocably assigns to Google all right, title, and interest in that Feedback.

6. Technical Support Services

6.1 By Customer. Customer is responsible for technical support of its Applications and Projects.

6.2 By Google. Subject to payment of applicable support Fees, Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines. Certain TSS levels include a minimum recurring Fee as described in the "Fees" definition below. If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and TSS Fees before the downgrade for the remainder of that month.

7. Deprecation of Services

7.1 Discontinuance of Services. Subject to Section 7.2, Google may discontinue any Services or any portion or feature for any reason at any time without liability to Customer.

7.2 Deprecation Policy. Google will announce if it intends to discontinue or make backwards incompatible changes to the Services specified at the URL in the next sentence. Google will use commercially reasonable efforts to continue to operate those Services versions and features

identified at https://cloud.google.com/terms/deprecation without these changes for at least one year after that announcement, unless (as Google determines in its reasonable good faith judgment):

(i) required by law or third party relationship (including if there is a change in applicable law or relationship), or

(ii) doing so could create a security risk or substantial economic or material technical burden.

The above policy is the "Deprecation Policy."

8. Confidential Information.

8.1 Obligations. The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential.

8.2 Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, Customer is responsible for responding to all third party requests concerning its use and Customer End Users' use of the Services.

9. Term and Termination.

9.1 Agreement Term. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in Section 9 of this Agreement.

9.2 Termination for Breach. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes

subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches. In addition, the GSA MAS Contractor may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii). Notwithstanding the foregoing, Termination for Breach shall be handled in accordance with GSAR 552.212-4(m) Termination for Cause.

9.3 <u>Termination for Convenience</u>. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. the GSA MAS Contractor may terminate this Agreement for its convenience at any time without liability to Customer. Notwithstanding the foregoing, Termination for Ordering Activity's Convenience shall be handled in accordance with GSAR 552.212-4(l).

9.4 <u>Effect of Termination</u>. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Google are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

10. <u>Representations and Warranties</u>. Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Google warrants that it will provide the Services in accordance with the applicable SLA (if any).

11. <u>Disclaimer</u>. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA. NEITHER GOOGLE NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE

SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

12. <u>Limitation of Liability</u>.

12.1 <u>Limitation on Indirect Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR GOOGLE'S SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

12.2 <u>Limitation on Amount of Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR GOOGLE'S SUPPLIERS, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

12.3 <u>Exceptions to Limitations</u>. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, indemnification obligations, or Customer's payment obligations.

13. <u>Indemnification</u>.

13.1 <u>By Google</u>. Google will defend and indemnify Customer and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising solely from an Allegation that use of (a) Google's technology used to provide the Services (excluding any open source software) or (b) any Google Brand Feature infringes or misappropriates the third party's patent, copyright, trade secret, or trademark.

13.2 <u>Exclusions</u>. This Section 14 will not apply to the extent the underlying Allegation arises from:

a. the indemnified party's breach of this Agreement;

b. modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party;

c. combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party; or

d. use of non-current or unsupported versions of the Services or Brand Features;

13.3 <u>Conditions</u>. Sections 14.1 and 14.2 will apply only to the extent:

a. The indemnified party has promptly notified the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach of this Section 14.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 14.1 or 14.2 (as applicable) will be reduced in proportion to the prejudice.

b. 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.

13.4 <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: (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative.

b. If Google does not believe the remedies in Section 14.5(a) are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services.

13.5 <u>Sole Rights and Obligations</u>. Without affecting either party's termination rights, this Section 14 states the parties' only rights and obligations under this Agreement for any third party's Intellectual Property Rights Allegations and Third-Party Legal Proceedings.

14. <u>U.S. Federal Agency Users</u>. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

15. Miscellaneous.

15.1 Notices. All notices must be in writing and addressed to the other party's legal department and primary point of contact. The email address for notices being sent to Google's Legal Department is legal-notices@google.com. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

15.2 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. Notwithstanding the foregoing, Assignment shall be handled in accordance with Federal Acquisition Regulation (FAR) 42.12 Novation and Change-of-Name Agreements.

15.3 Change of Control. If a party experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within thirty days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives that written notice.

15.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

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

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

15.7 Severability. If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

15.8 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

15.9 U.S. Governing Law.

a. For U.S. City, County, and State Government Entities. If Customer is a U.S. city, county or state government entity, then the Agreement will be silent regarding governing law and venue.

b. For U.S. Federal Government Entities. If Customer is a U.S. federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA..

c. For All Other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

15.10 Amendments. Except as set forth in Section 1.7(b) or (c), any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

15.11 Survival. The following Sections will survive expiration or termination of this Agreement: 5, 8, 9.5, 13, 14, and 16.

15.12 Entire Agreement. This Agreement and the terms and conditions of the GSA MAS Contractor 's Contract sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

15.13 Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

15.14 Definitions.

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

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

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

- "Allegation" means an unaffiliated third party's allegation.

- "Application(s)" means any web or other application Customer creates using the Services, including any source code written by Customer to be used with the Services, or hosted in an Instance.

- "AUP" means the acceptable use policy set forth here for the Services: http://cloud.google.com/terms/aup

- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

- "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.

- "Control" means control of greater than fifty percent of the voting rights or equity interests of a party.

- "Customer Data" means content provided to Google by Customer (or at its direction) via the Services under the Account.

- "Customer End Users" means the individuals Customer permits to use the Application.

- "Data Processing and Security Terms" means the terms set forth at: https://cloud.google.com/terms/data-processing-terms.

- "Documentation" means the Google documentation (as may be updated from time to time) in the form generally made available by Google to its customers for use with the Services at https://cloud.google.com/docs/.

- "Emergency Security Issue" means either: (a) Customer's or Customer End Users' use of the Services in violation of the AUP, which could disrupt: (i) the Services; (ii) other customers' or their customer end users' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

- "Fee Accrual Period" means a calendar month or another period specified by Google in the Admin Console.

- "Fee Threshold" means the threshold (as may be updated from time to time), as applicable for certain Services, as set forth in the terms and conditions of the GSA MAS Contractor's Contract or here: https://cloud.google.com/skus/.

- "Feedback" means feedback or suggestions about the Services provided to Google by Customer.

- "Fees" means the applicable fees for each Service and any applicable Taxes. The Fees for each Service are set forth in the terms and conditions of the GSA MAS Contractor's MAS Contract or here: https://cloud.google.com/skus/.

- "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental 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.

- "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

- "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Services. Instances are more fully described in the Documentation.

- "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

- "Legal Process" means a data 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.

- "Package Purchase" has the meaning set forth in the Service Specific Terms.

- "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Services. Projects are more fully described in the Documentation.

- "Reserved Capacity Units" have the meaning set forth in the Service Specific Terms.

- "Reserved Unit Term" has the meaning set forth in the Service Specific Terms.

- "Reserved Units" have the meaning set forth in the Service Specific Terms.

- "Service Specific Terms" means the terms specific to one or more Services set forth here: https://cloud.google.com/terms/service-terms, except the terms relating to (a) Google Translate API; and (b) Fees for Google Cloud Datastore set forth at that Service Specific Terms URL do not apply.

- "Services" means the services as set forth here: https://cloud.google.com/terms/services (including any associated APIs); and TSS.

- "SLA" means the Service Level Agreement as applicable and attached hereto: (a) Google App Engine set forth here: https://cloud.google.com/appengine/sla; (b) Google Cloud Storage set forth here: https://cloud.google.com/storage/sla; (c) Google Prediction API set forth here: https://cloud.google.com/prediction/sla; (d) Google BigQuery Service set forth here https://cloud.google.com/bigquery/sla; (e) Google Cloud SQL set forth here: https://cloud.google.com/sql/sla; (f) Google Compute Engine set forth here: https://cloud.google.com/compute/sla; (g) VPN set forth here: https://cloud.google.com/vpn/sla; (h) Google Cloud DNS set forth here: https://cloud.google.com/dns/sla; (i) Google Cloud Datastore set forth here: https://cloud.google.com/datastore/sla; (j) Google Cloud Dataflow set forth here: https://cloud.google.com/dataflow/sla; (k) Google Cloud Pub/Sub set forth here: https://cloud.google.com/pubsub/sla; and (l) Google Container Engine set forth here: https://cloud.google.com/container-engine/sla; and (m) Google Stackdriver set forth here: https://cloud.google.com/stackdriver/sla;

- "Software" means any downloadable tools, software development kits or other such proprietary computer software provided by Google in connection with the Services, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

- "Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the purchase of the Services, including any related penalties or interest.

- "Term" has the meaning set forth in Section 9 of this Agreement.

- "Terms URL" means the following URL set forth here: https://cloud.google.com/terms/.

- "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).

- "Token" means an alphanumeric key that is uniquely associated with Customer's Account.

- "Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at: http://www.google.com/permissions/guidelines.html.

- "TSS" means the technical support service provided by Google to the administrators under the TSS Guidelines.

- "TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: http://support.google.com/enterprise/terms (under Google Cloud Platform Services).

Google Cloud Pub/Sub Service Level Agreement (SLA)

During the Term of the Google Cloud Platform License Agreement or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.95% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Covered Service"** means the Google Cloud Pub/Sub Service.
- **"Downtime"** means no valid request to publish a message succeeds.
- **"Downtime Period"** means a period of 60 consecutive seconds of Downtime. Intermittent Downtime for a period of less than 60 consecutive seconds will not be counted towards any Downtime Periods.
- **"Financial Credit"** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service that does not meet SLO and that will be credited to Customer's future monthly bills
99% to <99.95%	10%
95% to <99%	25%
<95%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within 30 days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Google with log files showing Downtime Periods and the date and time they occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Google will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Google will make available for auditing by Customer at Customer's request.

Maximum Financial Credit

The maximum aggregate number of Financial Credits issued by Google to Customer for all Downtime Periods in a single billing month will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Financial Credits will be in the form of a monetary credit applied to future use of the Covered Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or services excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

Google Cloud SQL SLA

During the term of the Google Cloud Platform License Agreement, Google Cloud Storage, Google Prediction API, Google BigQuery Service, Google Cloud SQL and Google Compute Engine License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.95% (the "Service Level Objective" or "SLO").

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA.

- **"Covered Service"** means Google Cloud SQL First Generation and Google Cloud SQL Second Generation.

- **"Dedicated CPU Core Instances"** have at least 2.75 GCEUs, the minimum power of one virtual CPU.

- **"Downtime"** means (i) with respect to Google Cloud SQL First Generation: more than a twenty percent Error Rate; Downtime is measured based on server side Error Rate; or (ii) with respect to Google Cloud SQL Second Generation: all connection requests to a Multi-zone Instance fail.

- **"Downtime Period"** means (i) with respect to Google Cloud SQL First Generation: a period of one consecutive minute of Downtime in which at least five connection attempts are made with no concurrently open connections; or (ii) with respect to Google Cloud SQL Second Generation: one consecutive minute of Downtime. Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods. Downtime as part of Scheduled Maintenance will not be counted towards any Downtime Period.

- **"Error Rate"** means the number of Valid Requests to open a connection that fail to open a connection, divided by the total number of Valid Requests during that period.

- **"Financial Credit"** means the following for the Covered Services (except as otherwise set forth below):

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99.0% - < 99.95%	10%
95.0% - < 99.0%	25%
< 95.0%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

- **"Multi-zone Instance"** means a Cloud SQL Second Generation Dedicated CPU Core Instance with a failover replica attached.

- **"Scheduled Maintenance"** is Downtime Period related to network, hardware, or software maintenance or upgrades. With respect to Google Cloud SQL First Generation: we will perform scheduled maintenance at our discretion. With respect to Google Cloud SQL Second Generation: we will perform scheduled maintenance only during a user-configurable maintenance window unless a user elects not to configure a maintenance window.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation), (c) features or Services that have been deprecated; or (d) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; (iv) that resulted from quotas listed in the Documentation; or (v) that resulted from Customer's restart of an Instance.

Google Cloud Storage SLA

During the term of the Google Cloud Platform License Agreement, Google Cloud Storage License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Multi-Regional Storage class of Google Cloud Storage	>= 99.95%
Regional Storage class of Google Cloud Storage	>= 99.9%
Nearline, Coldline and Durable Reduced Availability Storage classes of Google Cloud Storage	>= 99.0%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before issuing another request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds.

- **"Covered Service"** means Google Cloud Storage.

- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period.

Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.

- **"Financial Credit"** means the following for the Multi-Regional Storage class of Google Cloud Storage:

Monthly Uptime Percentage	Percentage of monthly bill for the Multi-Regional Storage class of Google Cloud Storage which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.95%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for Regional Storage class of Google Cloud Storage:

Monthly Uptime Percentage	Percentage of monthly bill for the Regional Storage class of Google Cloud Storage which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.9%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for the Nearline, Coldline and Durable Reduced Availability Storage classes of Google Cloud Storage:

Monthly Uptime Percentage	Percentage of monthly bill for the Nearline, Coldline or Durable Reduced Availability Storage classes of Google Cloud Storage which does not meet SLO that will be credited to future monthly bills of Customer
98.0% – < 99.0%	10%
95.0% – < 98.0%	25%
< 95.0%	50%

- **"Monthly Uptime Percentage"** means 100%, minus the average of Error Rates measured over each five minute period during a monthly billing cycle.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions.

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.