

Chrome Service Specific Terms

Capitalized terms not defined in these Service Specific Terms have the meaning stated in the Chrome Online Agreement, the Chrome Product Services Schedule to the Google Cloud Master Agreement, or other applicable agreement governing the use of Chrome Services (in each case, the “**Agreement**”), and where “Google” has the meaning given at <https://cloud.google.com/terms/google-entity>.

Cloud Identity Management. The following terms apply only to Cloud Identity Management, and, as used with Cloud Identity Management, Google Contacts and Google Groups for Business (collectively “**Cloud Identity Services**”):

In the absence of a separate agreement under which Google or a Google Affiliate agrees to provide Cloud Identity Services, the Cloud Identity Terms (https://cloud.google.com/terms/identity/na_terms) govern the use of the Cloud Identity-Free services.

Subsequent Governing Agreement. If Customer subsequently enters into a separate agreement under which Google or a Google Affiliate agrees to provide Cloud Identity Services, then that subsequent agreement will supersede this Agreement with respect to Cloud Identity Services. If this Agreement terminates or expires, then, if applicable, Google will continue to provide Cloud Identity Services, in accordance with the Cloud Identity Agreement unless or until such agreement is terminated or expires in accordance with its terms. “Cloud Identity Agreement” means an agreement for the provision of Cloud Identity Services entered into by the parties prior to termination or expiry of this Agreement.

Verification Using Domain Email Address. The following additional terms apply only when a Domain Email Address (rather than a Domain Name) is verified to use the Chrome Services:

Inviting End Users. Customer may invite other users with a Domain Email Address to use the Chrome Services. If those users accept

Customer's invitation to use the Chrome Services, they will be considered Customer's End Users under the Agreement.

Domain Name Verification.

(a) Any person or entity may verify the Domain Name corresponding to the Domain Email Address at any time ("**Verifying Party**").

(b) If the Verifying Party is Customer, or one of its Administrators, then such Verifying Party will take ownership and control of End User Accounts corresponding with the Domain Name and all associated data within such End User Accounts immediately after verifying the Domain Name.

(c) In all other cases, the Verifying Party will take ownership and control of End User Accounts corresponding with the Domain Name and all associated data within such End User Accounts 72 hours after verification of the Domain Name.

(d) Customer and all End Users will be notified when the Domain Name is verified.

(e) **Administration After Domain Name Verification.** The Verifying Party will be able to do the following with respect to Customer's Account and all such End User Accounts: (i) access, monitor, use, modify, withhold, or disclose Customer Data; (ii) control account settings (including changing account passwords); (iii) control access to and use of the Chrome Services; (iv) restrict ability to access information or settings; (v) restrict the ability to disassociate Customer's Account and all End User Account (including Customer Data and data within Customer's Account and all End User Account) from Verifying Party; (vi) remove or disable any Chrome Services or other services/products enabled, used, downloaded, or installed using Customer's Account or any End User Account corresponding with the Domain Name; and (vii) suspend or terminate use of the Chrome Services.

Data Deletion. In a manner consistent with the functionality and administration of the Chrome Services, and unless use of the Chrome Services has been Suspended in accordance with the Agreement, at any time before the Verifying Party takes ownership and control of Domain Name and all associated End User Accounts (including Customer's Account), Customer or its End Users can delete or export Customer Data and/or delete its End User Account(s). After the

Verifying Party takes ownership and control of Domain Name and all associated End User Accounts (including Customer's Account), Customer or its End Users may not be able to delete End User Account(s) and may not be able to delete or export any Customer Data depending on the administration of the Chrome Services.

Data Processing Instruction. If no action has been taken to delete or export any Customer Data before the Verifying Party takes ownership and control of Domain Name and all associated End User Accounts (including Customer's Account), then, notwithstanding any term to the contrary in the Data Processing Amendment (if applicable), Customer acknowledges that these Service Specific Terms form part of the Agreement and, as such, document Customer's specific instructions to Google to: (a) retain after termination of the Agreement as described in Section 2.6 (Termination After Domain Verification) all Customer Data that has not been deleted by Customer prior to such termination; and (b) make all such retained Customer Data available to the Verifying Party.

Consent to Administration. Where applicable, Customer agrees to allow: (a) the Verifying Party to have the access and capabilities described in the Agreement; and (b) Google to provide the Verifying Party with the access and capabilities described in the Agreement.

Termination After Domain Verification. Where the Verifying Party is a third party, this Agreement will automatically terminate when the Verifying Party takes ownership and control of the Domain Name and all associated End User Accounts (including Customer's Account). For clarity, this section does not affect any end user rights which may be granted by the Verifying Party under its own (separate) Google Workspace agreement.

Services Limitations. Some Chrome Services, features and functionality, may not be available unless and until the Domain Name is verified.

Pre-General Availability Offerings Terms. Google may make available to Customer pre-general availability Chrome Service features, services, or software that are identified as "Early Access," "Alpha," "Beta," "Preview," "Experimental," "Canary," or a similar designation in the Services Summary, related documentation or materials or a Test Invitation (as defined below) (collectively, "**Pre-GA Offerings**"). While Pre-GA Offerings are not Chrome Services, Customer's use of Pre-GA Offerings is subject to the terms of the Agreement applicable to Chrome Services, as amended by this Section 3.

Access to and Use of Pre-GA Offerings.

(a) **Test Invitations.** Customer may receive a Test Invitation to be a test user of one or more Pre-GA Offerings. The Test Invitation and Customer's acceptance of the Test Invitation does not guarantee Customer as a test user of the Pre-GA Offerings. If Google accepts Customer as a test user of any Pre-GA Offering (based on Google's then-current requirements for test users), Google will make that Pre-GA Offering available for use by Customer subject to the terms of this Section 3. Additional terms, including those required for a Third Party Offering if applicable, ("**Specific Test Terms**") may apply to use of Pre-GA Offering and, if applicable, will be provided by Google via the Test Invitation or otherwise in writing before any use by Customer of the Pre-GA Offering. The Test Invitation and any Specific Test Terms are incorporated into this Section 3.

(b) **Use of Loaned Hardware Device.** Google may provide Customer with Hardware Loaner for testing with Pre-GA Offering(s). In accepting the Hardware Loaner, Customer agrees that the Hardware Loaner is being loaned to Customer for use in accordance with the Pre-GA Offering(s) only. Google will ship the Hardware Loaner to the Hardware Delivery Site. Customer agrees to return the Hardware Loaner in the same condition as provided to Customer (except for normal wear and tear) to Google within the time specified in the Test Invitation or related Pre-GA Offering materials or when requested by Google. In returning the Hardware Loaner to Google, Customer will prepare the Hardware Loaner for shipping in accordance with the return shipping instructions provided to Customer by Google.

(c) **Use of Customer Test Data.**

(i) Subject to Section 3(e) (Use Restriction), Google may, and Customer will (including by collecting or providing any required consents or notices including from any End Users) ensure that Google may use any Customer Data (including Customer Personal Data) submitted, stored, sent or received via any Pre-GA Offerings by Customer or its End Users ("**Customer Test Data**") to provide, test, analyze,

develop and improve those Pre-GA Offerings and any Google products and services used with them without any restriction or obligation to Customer, any End User or any third party, other than as stated in the Agreement's confidentiality provisions and below.

(ii) If Customer has accepted or the parties have otherwise agreed to Google's then-current terms describing data protection and processing obligations with respect to Customer Data as stated at

https://www.google.com/chrome/terms/dpa_terms.html (the "**Data Processing Amendment**" or "**DPA**"), the DPA will apply to Pre-GA Offerings as "Services" for purposes of the DPA and, for clarity, this Section 3 will form part of the "Agreement" referred to in Section 5.2.1 (Customer's Instructions) of the DPA, subject to the following amendments:

(i) Pre-GA Offerings are not "Audited Services" under the DPA;

(ii) Customer acknowledges that, for purposes of Section 6.1 (Deletion During Term) of the DPA and to the extent permitted by applicable law, the functionality of the Pre-GA Offerings may not allow deletion of Customer Test Data during the period during which Customer is permitted to use the Pre-GA Offering ("**Pre-GA Term**"), but that Customer Test Data will be deleted upon expiration of the Term in accordance with Section 6.2 (Deletion on Term Expiry) of the DPA;

(iii) Unless stated otherwise in the applicable Test Invitation: (A) information about Subprocessors (as defined in the DPA) engaged in relation to Pre-GA Offerings, including their functions and locations, will be made available in writing by Google upon request from Customer;

and (B) Google will inform Customer of the engagement during the Pre-GA Term of any New Third Party Subprocessor in relation to Pre-GA Offerings (including the name and location of the Subprocessor and its activities) by sending an email to the Notification Email Address before the Subprocessor starts processing any Customer Test Data. Customer may, as its sole and exclusive remedy if Customer objects to the Subprocessor, cease using the applicable Pre-GA Offering.

(d) **No Data Location or Access Transparency.** Customer Test Data processed under this Section 3 will not be subject to any data location or access transparency requirements (which can be found at

<https://cloud.google.com/access-transparency/>).

(e) **Use Restriction.** Unless authorized in writing by Google, Customers may only use test or experimental data with Pre-GA Offerings and are prohibited from using any “live” or production data in connection with Pre-GA Offerings. The Pre-GA Offerings may not always perform as specified and may not be suitable for use in a production environment. Customer is responsible for protecting itself, its property and data, and others from any risks caused by Customer’s participation in Pre-GA Offerings.

(f) **Education Institutions.** If Customer is an education institution, Customer is solely responsible for compliance with all laws and regulations that apply to Customer’s use of the Pre-GA Offerings, Hardware and/or Third Party Offerings, including laws such as the U.S. Family Educational Rights and Privacy Act (FERPA), Children’s Internet Protection Act (CIPA), and the Children’s Online Privacy Protection Act of 1998 (COPPA), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the EU GDPR as amended and incorporated into UK law under the UK European Union

(Withdrawal) Act 2018, if in force and the Federal Data Protection Act of 19 June 1992 (Switzerland) (as applicable) and any other applicable law that applies to the processing of students' data, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Pre-GA Offerings, Hardware and/or Third Party Offerings by Customer.

(g) **Feedback.** Customer may provide feedback and suggestions about the Pre-GA Offerings to Google, and Google and its Affiliates may use any feedback or suggestions provided without restriction and without obligation to Customer.

Other Terms. PRE-GA OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Pre-GA Offerings (a) may be changed, suspended or discontinued at any time without prior notice to Customer and (b) are not covered by Google indemnity. Pre-GA Offerings may not be covered by TSS and Customer may not use Pre-GA Offerings to process protected health information as defined in HIPAA. With respect to Pre-GA Offerings, to the maximum extent permitted by applicable law, Google will not be liable for any amounts in excess of the lesser of (A) the limitation on the amount of liability stated in the Agreement or (B) \$25,000. Nothing in the preceding sentence will affect the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability). Google may terminate Customer's use of a Pre-GA Offering at any time with written notice to Customer.

Additional Definitions.

"Hardware" means a ChromeOS device.

"Hardware Delivery Site" means the address specified by Customer or such other location as mutually agreed to between Customer and Google where the Hardware Loaner is to be shipped to for Customer's use or testing with the Pre-GA Offerings.

"Hardware Loaner" means Hardware provided by Google to Customer as loaner equipment for Customer's use or testing with the Pre-GA

Offerings.

“Test Invitation” means the invitation sent to Customer by Google inviting Customer to be a test user of one or more Pre-GA Offering(s) and which includes information, requirements or instructions regarding the Pre-GA Offering(s).

“Third Party Offering(s)” means a specific third-party’s product(s), including Hardware, or service(s).

Data Regions.

Primary Data Storage. If Customer is using an In-Scope Edition of the Chrome Services, Customer may select a Data Region to store Located Data at rest, and Google will, in accordance with applicable law, store such Located Data accordingly ("Data Regions Policy").

Limitation. For any Customer Data that is not covered by the Data Regions Policy, Google may store or process such data, as applicable, anywhere Google or its Subprocessors maintain facilities, subject to the Chrome Data Processing Addendum, or for Chrome Enterprise Premium, the Cloud Data Processing Addendum.

Definitions.

"Located Data" means only the following data within Customer Data for the corresponding In-Scope Edition:

- (a) Data collected based on Data Loss Prevention rules including content from file downloads, file uploads, print, copy actions, paste actions, and reporting data from snippets for Data Loss Prevention sensitive content transfer events.

"Data Region" means:

- (a) either the United States or Europe

"In-Scope Edition" means the following editions:

- (a) Chrome Enterprise Core
- (b) Chrome Enterprise Premium

Region-Specific Terms. Customer agrees to the following modifications to the Chrome Service Specific Terms from the applicable Google entity as described below:

EMEA - All regions

All instances of the words below are replaced as follows:

“authorized” with “authorised”

“capitalized” with “capitalised”

Section 3.2 is replaced as follows:

3.2 Other Terms. PRE-GA OFFERINGS ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Pre-GA Offerings (a) may be changed, suspended or discontinued at any time without prior notice to Customer and (b) are not covered by Google indemnity. Pre-GA Offerings may not be covered by TSS and Customer may not use Pre-GA Offerings to process protected health information as defined in HIPAA. With respect to Pre-GA Offerings, to the maximum extent permitted by applicable law and subject to the specific exclusions regarding the limitations of liability under the relevant Agreement, Google’s total liability under these terms will be capped at the greater of (A) the limitation on the amount of liability stated in the Agreement or (B) GBP25,000. Google may terminate Customer's use of a Pre-GA Offering at any time with written notice to Customer.