

[Cameyo by Google Terms](#)

Cameyo by Google Terms of Service

Translated versions of this Agreement are available as follows:

[Indonesian](#)

[Spanish](#)

[Japanese](#)

If you signed an offline variant of this Agreement for use of the Services under the same Account, the terms below do not apply to you, and your offline terms govern your use of the Services.

These Cameyo by Google Terms of Service (the "**Agreement**") are entered into by Google and the entity or person agreeing to these terms ("**Customer**") and govern Customer's access to and use of the Services. "Google" has the meaning given at <https://cloud.google.com/terms/google-entity> or any successor URL.

This Agreement is effective when Customer clicks to accept, signs the Order Form, or otherwise agrees to the Agreement (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.

1. **Provision of the Services.**

Services Use. During the Term, Google will make available to Customer the Services in accordance with this Agreement and Customer may use the Services, and integrate the Services into any Customer Application that has material value independent of the Services, in accordance with this Agreement.

Admin Console. If applicable, Customer will have access to the Admin Console, through which Customer may manage its use of the Services.

Accounts. Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account (including any keys for Google APIs) and for any use of its Account. Google has no obligation to provide multiple accounts to Customer. Use of the Account is also subject to the then-current Google terms of service stated at <https://policies.google.com/terms> or any successor URL, with the following modifications: (i) any references to an account(s) or “Google Account(s)” will mean and include a Customer’s Cameyo Account(s), as described herein; and (ii) any reference to a privacy policy or “Google Privacy Policy” will mean and refer to then-current Cameyo Privacy Notice stated at <https://cameyo.com/privacy/> or any successor URL.

Related Resources and Security. Customer is responsible for procuring and maintaining all computer hardware and software, internet connectivity, and other resources necessary for it and End Users to connect to and make use of the Services. Customer further acknowledges that the Services may facilitate Customer’s and its End Users’ installation, storage, deployment, dissemination, access, or use of third-party software and services, and Customer (rather than Google) is responsible for obtaining (at Customer’s own expense) and complying with all licenses and other permissions that may be necessary or appropriate for the same. Customer is solely responsible for the security of Customer-hosted instances of the Services and Software.

Updates.

- A. **To the Services.** Google may make commercially reasonable updates to the Services from time to time.
- B. **To this Agreement.** Google may make updates to this Agreement and pricing from time to time. Unless otherwise noted by Google, material updates to this Agreement will become effective 30 days

after they are posted. Notwithstanding the preceding sentence, to the extent any updates apply to new functionality or are required to comply with applicable law, they will be effective immediately. If Customer does not agree to the updated Agreement, Customer may stop using the Services. Customer may also terminate this Agreement for convenience under Section 10.3 (Termination for Convenience). Customer's continued use of the Services after any update will constitute Customer's consent to such update. Google will post any update to this Agreement to <https://cameyo.google/terms/terms-of-service/> or any successor URL. This subsection 1.5(b) does not apply to updates to the URL Terms, which are governed by subsection 1.5(c) below.

- C. **To the URL Terms.** Google may make commercially reasonable updates to the URL Terms from time to time by posting any such update at the relevant URL Term. Unless otherwise noted by Google, material updates to the URL Terms will become effective 30 days after they are posted. Notwithstanding the preceding sentence, to the extent the updates apply to new functionality or the Data Processing Addendum, or are required by applicable law, they will be effective immediately.
- D. **To the Data Processing Addendum.** Without limiting the generality of Section 1.5(c), Google may only update the Data Processing Addendum where such update is required to comply with applicable law or expressly permitted by the Data Processing Addendum, or where such update:
- i. is commercially reasonable;
 - ii. does not result in a material reduction of the 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 the “Compliance with Customer’s Instructions”
Section of the Data Processing Addendum; and

- iv. does not otherwise have a material adverse impact on
Customer's rights under the Data Processing Addendum.

E. **Discontinuation of Services.** Google will notify Customer at least 90 days before discontinuing any Service (or associated material functionality) unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality. Further, Google will notify Customer at least 90 days before significantly modifying a Customer-facing Google API in a backwards-incompatible manner. Nothing in this Section 1.5(e) (Discontinuation of Services) limits Google’s ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.5(e) (Discontinuation of Services) does not apply to pre-general availability Services, offerings, or functionality.

2. **Payment Terms.**

Orders via Reseller. If Customer orders the Services from a Reseller, then: (a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) the provisions below in Sections 2.2 - 2.7 will not apply to the Services; (c) for the purposes of Section 14.2 where the event giving rise to Liability is in connection with Services provided by a Reseller, the term “Fees” as it is used under Section 14.2 refers to the fees charged by the Reseller under the Reseller Agreement; and (d) Google may share Customer Confidential Information with Reseller as a Delegate subject to Section 9.1 (Confidentiality Obligations) of this Agreement.

Billing. Google will issue an electronic bill or invoice to Customer for all Fees, including, if applicable, Fees based on Customer's use of the Services during the applicable Fee Accrual Period and any relevant Fees for TSS. If Google reasonably determines based on evidence available to

Google that Customer is at risk of non-payment or that Customer's Account is potentially fraudulent, then Google may invoice Customer more frequently. Customer will pay all Fees in the currency stated in the bill or invoice. If Customer pays by credit card, debit card, or other non-invoiced form of payment, Customer will pay all Fees immediately at the end of the Fee Accrual Period or when otherwise charged by Google. If Customer pays by invoice, Customer will pay Google all invoiced amounts by the Payment Due Date. Unless required by law, Customer's obligation to pay all Fees is non-cancellable. Payments made via wire transfer must include the bank information provided by Google.

Taxes.

- A. Tax Invoicing and Payments. Taxes are not included in the Fees and will be separately itemized on Google's invoices if applicable. Customer will pay correctly-invoiced Taxes unless Customer provides Google with a timely and valid tax exemption certificate. Customer will pay all correctly-invoiced amounts without reduction for Taxes.
- B. Tax Documentation. Google will timely provide customary tax documentation reasonably requested by Customer.

Payment Disputes & Refunds. Any payment disputes must be submitted in good faith before the Payment Due Date. If Google, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Google will apply the credit memo amount to a disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds given by Google for billing inaccuracies under this Section will only be in the form of credit for the Services. Nothing in this Agreement obligates Google to extend credit to any party.

Delinquent Payments; Suspension. Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute submitted before the Payment Due Date), may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, in the event of any late payment for the Services, Google may Suspend the Services.

No Purchase Order Number Required. Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

Pricing Changes. Notwithstanding any term herein or otherwise, Google reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Order Term or any initial service period (as specified in the Order Form) or then-current renewal period, provided Customer is informed in writing and given at least 30 days thereafter to elect non-renewal if the change is not acceptable to Customer.

3. **Customer Obligations.**

Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with this Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services, Account, or Customer's password of which Customer becomes aware. Google reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Applications or Customer Data. Unless otherwise specified in the Order Form, End Users may exercise Customer's rights on Customer's behalf; provided, however, that Customer will ensure that all End Users accessing the Services or any Software under Customer's Account or access credentials comply with the

applicable terms and conditions of this Agreement, and Customer will be responsible for their acts and omissions in relation to the Services or associated Software as if they were Customer's own acts or omissions.

Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under this Agreement.

Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, or create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; (d) monitor data or traffic on any network, computer or communications system, software application, or network computing device, without permission; or (e) access or use the Services (i) for High Risk Activities; (ii) in violation of the AUP; (iii) in a manner intended to avoid incurring Fees (including creating multiple Customer Applications, or Accounts to simulate or act as a single Customer Application or Account (respectively)); (iv) to engage in cryptocurrency mining without Google's prior written approval; (v) to operate or enable any telecommunications service or in connection with any Customer Application that allows End Users to place calls or to receive calls from any public switched telephone network; (vi) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (vii) in a manner that breaches, or causes the breach of, Export Control Laws; or (viii) to (or to engage in any activities or content that) transmit, store, or process health information subject to United States HIPAA regulations, except as permitted by an executed HIPAA BAA.

Documentation. Google may provide Documentation for Customer's use of the Services.

Copyright. Google responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act.

Third-Party Content Enforcement. If Customer's primary use of the Services is to host third-party content or facilitate the sale of goods or services between third parties on its platform, Customer will take the following steps to enforce compliance with the AUP: (a) publish policies defining what content is prohibited on its platform (e.g., illegal content); (b) maintain a publicly accessible method (e.g., webform or email alias) to receive notices of violation of that policy (in addition to a monitored communications channel for Google); and (c) promptly review and address any such notices, and remove content where appropriate.

4. **Pre-GA Offerings Terms.**

Google may make available to Customer pre-general availability features, services or software that are either not yet listed at <https://support.google.com/cameyo/answer/16453409> (or any successor URL) or identified as "Early Access," "Alpha," "Beta," "Preview," "Experimental," or a similar designation in related documentation or materials (collectively, "**Pre-GA Offerings**"). While Pre-GA Offerings are not Services or Software, Customer's use of Pre-GA Offerings is subject to the terms of the Agreement applicable to Services (or Software, if applicable), as amended by this Section 4.

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.

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 any Google indemnity. Except as otherwise expressly indicated in a written notice or the documentation for a given Pre-GA Offering, (i) Pre-GA Offerings may not be covered by TSS, and (ii) the Data Processing Addendum does not apply to Pre-GA Offerings and Customer should not use Pre-GA Offerings to process personal data or other data subject to legal or regulatory compliance requirements. With respect to Pre-GA Offerings, to the maximum extent permitted by applicable law, neither Google nor its suppliers will 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) \$5,000. 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). Customer's access to and use of any Pre-GA Offering is subject to the Scope of Use. Either party may terminate Customer's use of a Pre-GA Offering at any time with written notice to the other party. Certain Pre-GA Offerings may be subject to additional terms stated below.

5. **Unpaid Trials.** Certain Services may be made available to Customer on a trial basis under a trial account ("**Trial Account**"). The parameters of each trial will be subject to the Scope of Use. Use of a trial indicates Customer's acceptance of any such Scope of Use. When the trial ends or terminates, Customer will no longer have access to the Services under the Trial Account and any Customer Data in the Services will be deleted unless Customer orders the Services before the end of the trial period. Notwithstanding any other terms in the Agreement, TSS, and Google's indemnity do not apply to trials or Trial Accounts. During the trial term, the Services are provided "as-is" without any representations or warranties of any kind. Notwithstanding anything to the contrary in the Agreement, Google's total aggregate Liability for damages arising out of or related to a trial or Trial Account is limited to \$5,000.00 USD in the aggregate.

6. **Suspension.**

AUP Violations. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will notify Customer

and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Google's request, then Google may Suspend all or part of Customer's use of the Services until the violation is corrected. For certainty, the term "Services" as used in the AUP means and includes the Services as defined in this Agreement.

Other Suspension. Notwithstanding Section 6.1 (AUP Violations), Google may immediately Suspend all or part of Customer's use of the Services if (a) Google reasonably believes Suspension is needed to protect the Services, Google's infrastructure supporting the Services, or any other customer of the Services (or their end users); (b) there is suspected unauthorized third-party access to the Services; (c) Google reasonably believes that immediate Suspension is required to comply with any applicable law; or (d) Customer is in breach of Section 3.3 (Restrictions). Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

7. Intellectual Property Rights; Protection and Use of Customer Data; Customer Feedback.

Intellectual Property Rights. Except as expressly stated 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 retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

Protection of Customer Data. Google will only access, use, and otherwise process Customer Data in accordance with the Data Processing Addendum and will not access, use, or process Customer Data for any other purpose. Google has implemented and will maintain technical, organizational, and physical measures to protect Customer Data, as further described in the Data Processing Addendum.

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 Services, 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 Services by Customer.

Customer Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("**Feedback**"), and Google and its Affiliates may use any feedback or suggestions provided without restriction and without obligation to Customer.

8. **Technical Support Services.**

By Customer. Customer is responsible for technical support of its Customer Applications.

By Google. Google may provide TSS to Customer during the Term in accordance with the TSS Guidelines. Subject to payment of applicable support Fees, Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines. If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and for the same TSS Fees as applied before the downgrade for the remainder of that month.

9. **Confidential Information.**

Obligations. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its and its Affiliates' employees, agents, subcontractors, or professional advisors ("**Delegates**") 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 its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement. This Section (Confidentiality) does not affect the parties' rights under Section 9.3 (Raising Issues with Public Authorities).

Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

Raising Issues with Public Authorities. Nothing in this Agreement prevents a party from raising issues with any relevant public authority regarding non-compliance with the law. To the extent this section conflicts with any other part of this Agreement, this section will govern.

10. Term and Termination.

Agreement Term. The term of this Agreement (the "**Term**") will begin on the Effective Date and continue until this Agreement is terminated as stated in this Section 10 (Term and Termination).

Termination for Breach.

- A. *Termination of an Order Form.* Either party may terminate an Order Form if the other party is in material breach of this Agreement or such Order Form and fails to cure that breach within 30 days after receipt of written notice.
- B. *Termination of this Agreement.* Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach.

Termination for Convenience. Customer may stop using the Services at any time. Subject to any financial commitments in an Order Form or addendum to this Agreement, 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.

Termination Due to Applicable Law; Violation of Laws. Google may terminate this Agreement immediately on written notice if Google reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Google to violate any Anti-Bribery Laws or Export Control Laws.

Effect of Termination. If this Agreement terminates, then all Order Forms also terminate. If this Agreement or an Order Form is terminated, then (a) all rights and access to the Services (or in the case of termination of an Order Form, the applicable Services) will terminate (including access to Customer Data, as applicable), unless otherwise described in this Agreement or the Order Form, and (b) all Fees owed by Customer to Google under this Agreement or Order Form, as applicable, are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice.

11. **Publicity.** Neither party may use the other party's Brand Features or issue, publish, or present a press release, blog post, speech, social media post, or investor relations call or announcement discussing Customer's use of the

Services or this Agreement without the written consent of the other party, except as expressly permitted in this Agreement. Subject to the preceding sentence, Customer may state publicly that it is a Cameyo customer and display Brand Features in accordance with the Branding Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

12. Representations and Warranties. Each party represents and warrants that (a) it has full power and authority to enter into this Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable. In addition, Customer represents and warrants that it has obtained or will obtain, and will at all times comply with and ensure that its customers and other End Users comply with, any necessary licenses for third-party software or other materials that Customer or such customers or end-users may choose to install, store, deploy, disseminate, access, use, or otherwise exploit through or in connection with the Services.

13. Disclaimer. Except as expressly provided for in this Agreement, Google does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services or Software; and (b) any representations about content or information accessible through the Services.

14. Limitation of Liability.

Limitation on Indirect Liability. To the extent permitted by applicable law and subject to Section 14.3 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to this Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill.

Limitation on Amount of Liability. Each party's total aggregate Liability for damages arising out of or related to the Agreement in connection with

the Services or Software is limited to the Fees Customer paid for such Services during the 12 month period before the event giving rise to Liability, except Google's total aggregate Liability for damages arising out of or related to Services or Software provided free of charge is limited to \$5,000; provided, however, that with respect to a party's indemnification obligations under Section 15, the cap on each party's total aggregate liability will instead be equal to three times (3x) the Fees paid or payable to Google hereunder in the 12 months immediately preceding the event giving rise to the liability.

Unlimited Liabilities. Nothing in this Agreement excludes or limits either party's Liability for:

- A. its fraud or fraudulent misrepresentation;
- B. its infringement of the other party's Intellectual Property Rights;
- C. Its payment obligations under the Agreement; or
- D. matters for which liability cannot be excluded or limited under applicable law.

15. Indemnification.

Google Indemnification Obligations. Google will defend Customer and its Affiliates using the Services under Customer's Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Google Brand Feature, in each case used in accordance with this Agreement, infringes the third party's Intellectual Property Rights.

Customer Indemnification Obligations. Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Application, Customer Data, or Customer Brand Features; (b) Customer's or an End User's use of the Services in breach of Section 1.4 (Related Resources and Security), the AUP or Section 3.3 (Restrictions) or (c) any breach of Customer's representations and warranties set forth in Section 12 (Representations and Warranties).

Exclusions. Sections 15.1 (Google Indemnification Obligations) and 15.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of this Agreement, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under this Agreement, unless the combination is required by this Agreement, or (c) in the case of Google or any of its Affiliates as the indemnifying party, any Services provided to Customer free of charge.

Conditions. Sections 15.1 (Google Indemnification Obligations) and 15.2 (Customer Indemnification Obligations) are conditioned on the following:

- A. Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 15.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 15.1 (Google Indemnification Obligations) or 15.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
- B. Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

Remedies.

- A. If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense (i) procure the right for Customer to continue

using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing alternative that has materially equivalent functionality.

- B. If Google does not believe the remedies in Section 15.5(a) are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services.

Sole Rights and Obligations. Without affecting either party's termination rights and to the extent permitted by applicable law, this Section 15 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 15 (Indemnification).

16. **Miscellaneous.**

Notices. Under this Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

Emails. The parties may use emails to satisfy written approval and consent requirements under this Agreement.

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, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. If Customer assigns this Agreement to an Affiliate in another jurisdiction such that there is a change in the Google contracting entity as defined at

<https://cloud.google.com/terms/google-entity> (or any successor URL) this Agreement is automatically assigned to the new Google contracting entity.

Change of Control. If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through

a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control.

Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

Subcontracting. Google may subcontract obligations under this Agreement but will remain liable to Customer for any subcontracted obligations.

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

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.

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

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

Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

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 this 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, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW, (I) THE LAWS OF THE STATE OF CALIFORNIA

(EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

- C. **For All Other Entities.** If Customer is any entity not identified in Section 16.12(a) (U.S. Governing Law for U.S. City, County, and State Government Entities) or (b) (U.S. Governing Law for Federal Government Entities), 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.

Amendments. Except as stated in Sections 1.5(b) (Updates: To this Agreement; 1.5(c) (Updates: To the URL Terms) or (c) 1.5 (d) (Updates: To the Data Processing Addendum), any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Survival. The following Sections will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 7 (Intellectual Property Rights; Protection and Use of Customer Data; Customer Feedback), Section 9 (Confidential Information), Section 10.5 (Effect of Termination), Section 13 (Disclaimer), Section 14 (Limitation of Liability), Section 15 (Indemnification), Section 16 (Miscellaneous), and Section 17 (Definitions).

Entire Agreement. This Agreement 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 stated in this Agreement. The URL Terms and Order Form are incorporated by reference into this Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.

Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, any applicable Order Form, the remainder of this Agreement (excluding the URL Terms), and the URL Terms (excluding the Data Processing Addendum).

Headers. Headings and captions used in this Agreement are for reference purposes only and will have no effect on the interpretation of this Agreement.

Conflicting Languages. If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation. Unless otherwise specified, all references to “\$” in this Agreement refer to United States dollars.

17. Definitions.

"Account" means Customer's Cameyo account. “Account” as used herein will also mean and refer to the Cameyo website(s) and any associated website(s) thereto, as and where applicable.

"Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the Services. Use of the Google Admin Console may be subject to separate terms of service.

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

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977

and the UK Bribery Act 2010, that prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include: any government employees, candidates for public office, members of royal families, and employees of government-owned or government-controlled companies, public international organizations, and political parties.

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

"BAA" or **"Business Associate Agreement"** is an amendment to this Agreement covering the handling of Protected Health Information (as defined in HIPAA).

"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.

"Branding Guidelines" means Google's then-current Google branding guidelines at <https://about.google/brand-resource-center/brand-terms/> (or any successor URL), as may be updated by Google from time to time.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under or in connection with 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 50 percent of the voting rights or equity interests of a party.

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

"Customer Data" has the meaning given in the Data Processing Addendum.

"Data Processing Addendum" means the then-current Data Processing Addendum terms describing data processing and security obligations with respect to Customer Data, as described at <https://cameyo.google/terms/data-processing-agreement/> or any successor URL.

"Documentation" means the Google documentation (as may be updated from time to time) in the form generally made available by Google to Customers for use with the Services, including at <https://support.google.com/cameyo> or any successor URL.

"End Users" means the individuals who are permitted by Customer to use the Services. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Fee Accrual Period" means a calendar month or other period or billing frequency specified by Google in the Admin Console or in an Order Form.

"Fees" means the applicable fees for each Service, Software, and TSS, plus any applicable Taxes.

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

"High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"including" means including but not limited to.

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

"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 an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console, or if none exists, the applicable Order Form.

"Order Form" means (a) the Google's order form, statement of work, or other ordering document issued by Google under this Agreement and executed by Customer and Google; or (b) an order placed by Customer via a Google website or the Services, in each case specifying the Services Google will provide to Customer.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with this Agreement.

"Payment Due Date" means the payment due date set out in the applicable Order Form, or if not specified, 30 days from the invoice date.

"Reseller" means, if applicable, the authorized non-Affiliate third party reseller that sells the Services to Customer.

"Reseller Agreement" means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

"Services Start Date" means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

"Scope of Use" means that Customer may only use test or experimental data and is prohibited from using any "live" or production data and subject to any other parameters or limits that may be presented to Customer through the Order Form or Documentation or otherwise communicated by Google in writing. Any Services subject to the Scope of Use (including, without limitation, any Pre-GA Offerings or any Trial Account) 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, or use of, any such Services including, without limitation, any Pre-GA Offerings or any Trial Account.

"Services" means the then-current Cameyo virtual application services described at <https://support.google.com/cameyo/answer/16453409> or any successor URL, and as specified in the applicable Order Form(s).

"Services" as used herein will also mean and refer to the Software, as and where applicable.

"Software" means any downloadable tools, software development kits, or other such computer software provided by Google in connection with the Services, and any updates Google may make to such Software from time to time. For clarity, Software does not include any third-party software.

"Suspend" or **"Suspension"** means disabling or limiting access to or use of the Services or components of the Services.

"Taxes" means all government-imposed tax obligations (including sales and use taxes, value-added taxes, and withholdings), except those based

on net income, net worth, asset value, property value, import or export of goods (including duties and tariffs), or employment.

"**Term**" has the meaning stated in Section 10.1 (Agreement Term) of this Agreement.

"**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).

"**Trial Account**" has the meaning stated in Section 5 (Unpaid Trials).

"**TSS**" means the then-current technical support service provided by Google to Customer under the TSS Guidelines.

"**TSS Guidelines**" means Googles technical support services guidelines then in effect for the Services available at <https://support.google.com/googlecloud/answer/6182373?hl=en#> or any successor URL.

"**URL Terms**" means, collectively, the AUP, Data Processing Addendum, and TSS Guidelines.

18. **Regional Terms.** Customer agrees to the following modifications to this Agreement if Customer's address is in the applicable region as described below:

Asia Pacific)

A. Section 2.3 (Taxes) is replaced as follows:

- i. Google will itemize any invoiced Taxes. If Taxes must be withheld from any payment to Google, then Customer will increase the payment to Google so that the net amount received by Google is equal to the amount invoiced, without reduction for Taxes.

B. The definition of "Taxes" under Section 17 (Definitions) is replaced as follows:

- i. "**Taxes**" means all government-imposed taxes, as per the applicable law associated with the rendering and performance of the Services, including but not limited to any duties, customs duties, and any direct or indirect taxes,

including any related penalties or interest, except for taxes based on Google's profit.

Asia Pacific (all regions excluding Australia, Japan,, New Zealand, Singapore) and Latin America (all regions excluding Brazil)

A. Section 16.12 (U.S. Governing Law) is replaced as follows:

i. **Governing Law; Arbitration.**

(1) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THIS AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

(2) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules").

(3) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.

(4) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement.

(5) Subject to the confidentiality requirements in Subsection (7) below, either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (5).

(6) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(7) Any arbitration proceeding conducted in accordance with this Section 16.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 9 (Confidential Information), including: (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to, the arbitration proceedings. In addition to the disclosure rights under Section 9 (Confidential Information), the parties may disclose the information described in this Subsection (7) to a competent court as may be necessary to file any order under Subsection (5) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted *in camera* (in private).

(8) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(9) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

Asia Pacific - Indonesia

A. A new Section 10.6 is added:

- i. **Termination Waiver.** The parties agree to waive any provisions under any applicable laws to the extent that a court decision or order is required for the cancellation of this Agreement.

B. Section 16.18 is replaced as follows:

- i. **Conflicting Languages.** This Agreement is made in the Indonesian and the English language. Both versions are equally authentic. In the event of any inconsistency or different interpretation between the Indonesian version and the English version, the parties agree to amend the Indonesian version to make the relevant part of the Indonesian version consistent with the relevant part of the English version.

Asia Pacific - Australia

A. A new Section 13.1 is added as follows:

- i. This Section 13.1 applies only if the Services are subject to statutory guarantees under the Australian Competition and Consumer Act 2010 ("ACCA"). Applicable laws, including the ACCA, may confer rights and remedies into this Agreement

that cannot be excluded, and which are not excluded by this Agreement. To the extent that the applicable laws permit Google to limit their operation, Google's and its Affiliates' liability under those laws will be limited at its option, to the supply of the Services again, or payment of the cost of having the Services supplied again.

B. Section 14.2 (Limitation on Amount of Liability) is replaced with the following:

- i. **Limitation on Amount of Liability.** Each party's total aggregate Liability for damages arising out of or relating to this Agreement in connection with either the Services or the Software, as applicable, is limited to the greater of: (a) the Fees Customer paid for such Services during the 12 month period before the event giving rise to Liability, or (b) \$AUD1,000, except Google's total aggregate Liability for damages arising out of or related to Services or Software provided free of charge is limited to US\$5,000; provided, however, that with respect to a party's indemnification obligations under Section 15, the cap on each party's total aggregate liability will instead be equal to three times (3x) the Fees paid or payable to Google hereunder in the 12 months immediately preceding the event giving rise to the liability.

C. Section 16.12 (U.S. Governing Law) is amended by inserting the following text at the end of that Section: "IF APPLICABLE LAW PREVENTS A DISPUTE FROM BEING RESOLVED IN A CALIFORNIA COURT, THEN CUSTOMER MAY FILE THE DISPUTE IN CUSTOMER'S LOCAL COURTS. IF APPLICABLE LAW PREVENTS CUSTOMER'S LOCAL COURT FROM APPLYING CALIFORNIA LAW TO RESOLVE A DISPUTE, THEN THE DISPUTE WILL BE GOVERNED BY THE APPLICABLE

LOCAL LAWS OF CUSTOMER'S COUNTRY, STATE, OR OTHER PLACE OF RESIDENCE."

- D. Section 16.15 (Entire Agreement) is amended by inserting the following text at the end of that Section: "Nothing in this Agreement excludes a party's liability for prior written or oral misrepresentation."

Europe, Middle East, Africa - Algeria, Bahrain, Jordan, Kuwait, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Tunisia, Yemen, Egypt, United Arab Emirates and Lebanon

- A. A new Section 10.6 is added as follows:

- i. **No requirement for Court Order.** Both parties acknowledge and agree that a court order will not be required to give effect to any term or termination of this Agreement or of any Order Form.

- B. Section 16.12 (U.S. Governing Law) is replaced as follows:

- i. **Governing Law; Arbitration.**

(1) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES OR SOFTWARE (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THIS AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

(2) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA) ("Rules"), which Rules are deemed to be incorporated by reference to this Section.

(3) The parties will mutually select one arbitrator. The arbitration will be conducted in English and the place and the legal seat of the arbitration will be the Dubai International Financial Center, DIFC, Dubai UAE.

(4) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement.

(5) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(6) Any arbitration proceeding conducted in accordance with this Section 16.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 9 (Confidential Information), including: (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to, the arbitration proceedings. In addition to the disclosure rights under Section 9 (Confidential Information), the parties may disclose the information described in this Subsection (6) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted *in camera* (in private).

(7) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the

arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(8) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

Latin America - Mexico

When the Google contracting entity is Google Cloud Mexico, S. de R.L. de C.V., the following sections are replaced as follows:

A. Section 16.12 (US Governing Law) is modified in its entirety to be read as follows:

i. **Governing Law; Arbitration.**

Governing Law. This Agreement is governed by the laws of the United Mexican States, excluding choice of law rules.

ii. Arbitration.

(1) Definitions.

A. “**Dispute**” means any contractual or non-contractual dispute regarding this Agreement, including its formation, validity, subject matter, interpretation, performance, or termination.

(2) Settlement. The parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute in accordance with Section 16.1 (Notices). If the parties are unable to resolve the Dispute within this 30 day period, either party may refer the Dispute to arbitration in accordance with Section (iii) (Arbitration) below.

(3) Arbitration. Except as prohibited by applicable law, the parties will refer all Disputes to final, binding arbitration under the rules of the National Chamber of Commerce of Mexico City in force as of this Agreement Effective Date ("**Rules**"). The arbitration will be conducted in Spanish by one arbitrator, mutually selected by the parties, in Mexico City, Mexico which will be the seat of arbitration.

(4) Confidentiality. The arbitration is Confidential Information (including the arbitration's existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to (a) require the aid of the competent courts before or during the arbitral proceeding; or (b) execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.

(5) Non-Monetary Relief. The arbitrator may only issue its award based on law, not in equity.

(6) Fees and Expenses. Each party will bear its own lawyers' and experts' fees and expenses, and the arbitrator's final decision must not include any rulings in this regard.

B. Section 2.3(a) (Tax Invoicing and Payments) is replaced as follows:

- i. Tax Invoicing and Payments. Taxes are not included in the Fees and will be separately itemized on Google's invoices if applicable. Customer will pay correctly-invoiced Taxes unless Customer provides a valid tax exemption certificate. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an

official tax receipt or other appropriate documentation to support such withholding.

North America - United States

A. A new Section 16.19 is added:

- i. **16.19 U.S. Federal Agency Users.** 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.