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BigFix Platform 10.0 July 2021
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<<START OF Platform 10.0.4>>

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DETAIL 1: Platform 10.0.4
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otherwise, or (ii) ownership of fifty percent (50%) or more of the
outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity
exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications,
including but not limited to software source code, documentation
source, and configuration files.

"Object" form shall mean any form resulting from mechanical
transformation or translation of a Source form, including but
not limited to compiled object code, generated documentation,
and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or
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****
GAE Terms
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License Text:
Google App Engine Terms of Service
Your Agreement with Google

This License Agreement for Google App Engine (the "Agreement") is made and entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View 94043 ("Google") and the business entity agreeing to these terms ("Customer"). This Agreement is effective as of the date Customer clicks the "I Accept" button below (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) if 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 the "I Accept" button below. This Agreement governs Customer's access to and use of the Service.
1. Licenses.

1.1 From Google to Customer. Subject to this Agreement, Google grants to Customer a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to (a) use the Service, (b) integrate the Service into any Application and provide the Service, solely as integrated into the Application, to users of the Application and (c) use any Software provided by Google as part of the Service.

1.2 From Customer to Google. By submitting, posting, generating or displaying any Application and/or Customer Data on or through the Service, Customer gives Google a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Application and/or including Customer Data for the sole purpose of enabling Google to provide Customer with the Service in accordance with the Agreement.
Provision of the Service.

2.1 Console. Google will provide the Service to Customer. As part of receiving the Service, Customer will have access to the Admin Console, through which Customer may administer the Service.

2.2 Facilities and Data Transfer. 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 ensure the security and confidentiality of an Application and Customer Data, protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and protect against unauthorized access to or use of an Application and Customer Content. Google may process and store an Application and Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Service, Customer consents to this processing and storage of an Application and Customer Data. The parties agree that Google is merely a data processor.

2.3 Data Storage Selection.

    Data Storage. Customer may select via the Service whether the Core App Engine End User Data will be stored permanently, at rest, in either the United States or the European Union, and Google will store it accordingly ("App Engine Data Location Setting"). If no selection is made, Core App Engine End User Data will be stored permanently, at rest, in the United States.
    Transient Storage. Core App Engine End User Data may be stored transiently or cached in any country in which Google or its agents maintain facilities before reaching permanent storage.
    Limitations. No App Engine Data Location Setting will apply to Core App Engine End User Data copied in another location or used with other Google products and services (including any other Google Cloud Platform

services). If so, the Core App Engine End User Data will be processed and stored pursuant to Section 2.2 of this Agreement.

2.4 Accounts. Customer must have an Account to use the Service, and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account. If Customer becomes aware of any unauthorized use of its password or its Account, Customer will notify Google as promptly as possible.

2.5 Privacy Policies. The Service is subject to Google's Privacy Policy. Changes to the Privacy Policy will be made as stated in the applicable policy. In addition, Google is enrolled in the U.S. Department of Commerce Safe Harbor Program and will remain enrolled in this program or another replacement program (or will adopt a compliance solution which achieves compliance with the terms of Article 25 of Directive 95/46/EC) throughout the Term of the Agreement.

2.6 New Applications. Google may make new applications, tools, features or functionality available from time to time through the Service, the use of which may be contingent upon Customer's agreement to additional terms.

2.7 Modifications.

To the Service. Subject to Section 9.4 (Termination for Convenience), Google may make commercially reasonable Updates to the Service from time to time. If Google makes a material change to the Service, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
To the Agreement. Google may make changes to this Agreement, including pricing from time to time. Unless otherwise noted by Google, material changes to the Agreement will become effective 90 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 Service. Google will post any modification to this Agreement to the Terms URL.

3. Payment Terms.

3.1 Free Quota. The Service is provided to Customer without charge up to the Fee Threshold.

3.2 Online Billing. Google will issue an electronic bill to Customer for all charges accrued above the Fee Threshold. Fees are solely based on Google's measurements of Customer's use of the Service, may include monthly fees, and Google's determination is final. For use above the Fee Threshold, Customer shall be responsible for all Fees up to the amount set in the Account and shall pay all Fees in U.S. Dollars or in such other currency as agreed to in writing by the parties. Customer shall pay all Fees in accordance with the payment terms in the Service FAQ.

3.3 Delinquent Payments. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Google reserves the right to suspend your Account for any late payments.

3.4 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to

Customer, unless Customer provides Google 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 Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such withholding payments.

3.5 Invoice Disputes & Refunds. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within sixty days after charged (this does not affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of Google and will only be in the form of credit for the Service. Nothing in this Agreement obligates Google to extend credit to any party.
4. Customer Obligations.

4.1 Compliance. Customer is solely responsible for its Applications and Customer Data, and for making sure its Applications or Customer Data comply with the Acceptable Use Policy. Google reserves the right to review the Application or Customer Data to ensure Customer's compliance with the Acceptable Use Policy. Customer is responsible for ensuring all End Users comply with Customer's obligations under the Agreement.

4.2 Privacy. Customer will protect the privacy and legal rights of its End Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from Customer. Customer may have the ability to access, monitor, use, or disclose Customer Data submitted by End Users through the Service. Customer will obtain and maintain any required consents from End Users to allow Customer's access, monitoring, use and disclosure of Customer Data. Further, Customer will notify its End Users that any Customer Data provided as part of the Service will be made available to a third party as part of Google providing the Service.

4.3 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 the source code of the Service or any component thereof (subject to Section 4.4 below); (b) use the Service for High Risk Activities; (c) sublicense, resell, or distribute the Service or any component thereof separate from any integrated Application; (d) use the Service to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) create multiple Applications or Accounts to simulate or act as a single Application or Account (respectively) or otherwise access the Service in a manner intended to avoid incurring Fees; (f) use the Service to operate or enable any telecommunications service or in connection with any Application that allows End Users to place calls to or to receive calls from any public switched telephone network; or (g) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State. Customer acknowledges that the Service is not HIPAA compliant and Customer is solely responsible for any applicable compliance with HIPAA.

4.4 Open Source Components. Open source software licenses for components of the Service released under an open source license constitute separate written agreements. Open source software is listed in the Documentation. To the limited extent the open source software licenses expressly

supersede this Agreement, the open source license instead governs Customer's agreement with Google for the specific included open source components of the Service, or use of the Service (as may be applicable).

4.5 Documentation. Google may provide Documentation for Customer's use of the Service. The Documentation may specify restrictions (e.g. attribution of HTML restrictions) on how the Applications may be built or the Service may be used and Customer agrees to comply with any such restrictions specified.

4.6 DMCA Policy. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally or not without their input. Google responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If Customer thinks somebody is violating Customer's or its 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.

4.7 Application and No Multiple Accounts, Bills. Any Application must have material value independent from the Services. Google has no obligation to provide multiple bills or Accounts to Customer under the Agreement.
5. Suspension and Removals.

5.1 Suspension/Removals. If Customer becomes aware that any Application or an End User's use of an Application, or Customer Data violates the Acceptable Use Policy, Customer will immediately suspend the Application, remove the applicable Customer Data, or suspend access to an End User (as may be 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 suspend Google accounts of the applicable End Users, disable the Application, and/or disable the Account (as may be applicable) until such violation is corrected.

5.2 Emergency Security Issues. Despite the foregoing, if there is an Emergency Security Issue, then Google may automatically suspend the offending End User account, Application or the Account. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If Google suspends an End User account or the Application or 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.
6. Intellectual Property Rights; Brand Features.

6.1 Intellectual Property Rights. Except as expressly set forth herein, 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 any Application and Customer Content, and Google owns all Intellectual Property Rights in the Service.

6.2 Brand Features Limitation. If Customer wants to display Google Brand Features in connection with its use of the Service, Customer must obtain written permission from Google through process specified in the Trademark

Guidelines. For the sole purpose of providing the Service, Customer permits Google to display any Brand Features that may appear in its Application. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

7. Technical Support Service

7.1 By Customer. Customer is responsible for technical support of its Application.

7.2 Deprecation Policy.

Google will announce if we intend to discontinue or make backwards incompatible changes to this API or Service. We will use commercially reasonable efforts to continue to operate that Service without these changes until the later of: (i) one year after the announcement or (ii) April 20, 2015, unless (as Google determines in its reasonable good faith judgment):

    required by law or third party relationship (including if there is a change in applicable law or relationship), or
    doing so could create a security risk or substantial economic or material technical burden.

This Deprecation Policy doesn't apply to versions, features, and functionality labeled as "experimental."

8. Confidential Information.

8.1 Obligations. The recipient of the other party's Confidential Information 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 Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser if allowed by law. 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 its End Users' use of the Services.

9. Term and Termination.

9.1 Agreement Term. The license granted in this Agreement will remain in effect, unless terminated earlier as set forth in 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.

9.3 Termination for Inactivity. Google reserves the right to terminate the Service for inactivity, if, for a period exceeding ninety days, Customer (a) has failed to access the Admin Console, (b) an Application has not served any requests, and (c) no electronic bills are being generated.

9.4 Termination for Convenience. Customer may stop using the Service at any time. Customer may terminate this Agreement for convenience at any time on prior written notice and upon termination, must cease use of the Service. Google may terminate this Agreement for its convenience at any time without liability to Customer. Subject to Section 7.2, Google may discontinue the Service or any portion or feature for any reason at any time without liability to Customer.

9.5 Effects of Termination. If the Agreement expires or is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees (including Taxes) owed by Customer to Google are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application 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. Publicity.

Customer is permitted to state publicly that it is a customer of the Service, consistent with the Trademark Guidelines. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, online or promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to the "Brand Features Limitation" section of the Agreement. For clarification, neither party needs to seek approval from the other if the party is repeating a public statement that is substantially similar to a public statement that has been previously approved.
11. Representations.

Each party represents 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 Service, as applicable. Google warrants it will provide the Service in accordance with the applicable SLA.
12. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE IS NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICE. CUSTOMER IS SOLELY RESPONSIBLE

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BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICE ARE
DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.
13. Limitation of Liability.

13.1 Limitation on Indirect Liability. TO THE MAXIMUM EXTEND 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.

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

13.3 Exceptions to Limitations. These limitations of liability do not
apply to breaches of confidentiality obligations, violations of a party's
Intellectual Property Rights by the other party, or indemnification
obligations.
14. Indemnification.

14.1 By Customer. Customer will indemnify, defend, and hold harmless
Google from and against all liabilities, damages, and costs (including
settlement costs and reasonable attorneys' fees) arising out of a third
party claim: (i) regarding any Application or Customer Content; (ii) that
Customer Brand Features infringe or misappropriate any patent, copyright,
trade secret or trademark of a third party; or (iii) regarding
Customer's, or its End Users', use of the Service in violation of the
Acceptable Use Policy.

14.2 By Google. Google will indemnify, defend, and hold harmless Customer
from and against all liabilities, damages, and costs (including
settlement costs and reasonable attorneys' fees) arising out of a third
party claim that Google's technology used to provide the Service
(excluding any open source software) or any Google Brand Feature
infringes or misappropriates any patent, copyright, trade secret or
trademark of such third party. Notwithstanding the foregoing, in no event
shall Google have any obligations or liability under this Section arising
from: (i) use of any Service or Google Brand Features in a modified form
or in combination with materials not furnished by Google, and (ii) any
Customer Content.

14.3 Possible Infringement.

    Repair, Replace, or Modify. If Google reasonably believes the Service
infringes a third party's Intellectual Property Rights, then Google will:
(a) obtain the right for Customer, at Google's expense, to continue using
the Service; (b) provide a non-infringing functionally equivalent
replacement; or (c) modify the Service so that it no longer infringes.
    Suspension or Termination. If Google does not believe the foregoing
options are commercially reasonable, then Google may suspend or terminate
Customer's use of the impacted Service.

14.4 General. As a condition to indemnification for a claim, the party seeking indemnification must promptly notify the other party of the claim in writing and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. Notwithstanding the foregoing, if the indemnified party settles without the prior written consent of the indemnifying party, the indemnifying party has no obligation of contribution. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.
15. Government Purposes (applicable to United States government customers only).

The Service was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Service is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.
16. Miscellaneous.

16.1 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: (a) on receipt as verified by written automated receipt or by electronic log (as applicable).

16.2 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.

16.3 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.

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

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

16.6 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.

16.7 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.

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

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

16.10 Governing Law.

For City, County, and State Government Entities. If Customer is a city, county or state government entity, then the parties agree to remain silent regarding governing law and venue.

For Federal Government Entities. If Customer is a federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE 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 SERVICE, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

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 SERVICE 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.

16.11 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

16.12 Survival. The following Sections will survive expiration or termination of this Agreement: 6.1 (Intellectual Property Rights), 8 (Confidential Information), 9.5 (Effects of Termination), 13 (Limitation of Liability), 14 (Indemnification) and 16 (Miscellaneous).

16.13 Entire Agreement. This Agreement 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 remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement and the Documentation are hereby incorporated by this reference. After the Effective Date, Google may provide Customer with an updated URL in place of any URL in this Agreement.

16.14 Interpretation of Conflicting Terms. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

16.15 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

16.16 Definitions.

"Acceptable Use Policy" means the acceptable use policy set forth here: http://developers.google.com/cloud/terms/aup.
"Account" means Customer's Google account (either gmail.com address or an Email address provided under the
"Google Apps" product line); subject to those terms of service, as may be applicable.
"Admin Console" means the online tool provided by Google to Customer for administering the Service.
"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
"Application(s)" means any web application Customer creates using the Service, including any source code written by Customer to be used with the Service.
"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.
"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 the recipient already rightfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. 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.
"Core App Engine End User Data" means content provided through the use of an Application running on Google App Engine, by those End Users who are not acting as Developer End Users (and information related to those End Users stored by the Application), but excluding authentication information for those End Users' Google accounts.
"Customer Data" means content provided, transmitted or displayed via the Service by Customer, or its End Users; but excluding any data provided as part of the Account.
"Documentation" means the Google documentation in the form generally made available by Google to its customers for use with the Service, as may be found here: https://developers.google.com/appengine/docs or such other URL as Google may provide.
"Emergency Security Issue" means either: (a) Customer's or its End User's use of the Service in violation of the Acceptable Use Policy, which could disrupt: (i) the Service; (ii) other Customers' or its End Users' use of the Service; or (iii) the Google network or servers used to provide the Service; or (b) unauthorized third party access to the Service.
"End Users" means the individuals Customer permits to use the Application.
"Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of

Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Fee Threshold" means the threshold (as may be updated from time to time), which is more fully described here: https://developers.google.com/appengine/docs/quotas.

"Fees" means the applicable fees for the Service and any applicable Taxes as set forth here: https://developers.google.com/appengine/docs/billing.

"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 Service 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 thereunder.

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

"Legal Process" means a request for disclosure of data made pursuant to law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"Privacy Policy" means Google's privacy policy located at: https://www.google.com/privacypolicy.html or such other URL as Google may provide.

"Protected Health Information" means the definition on 45 CFR 160.103, limited to the information created or received by a business associate from on or behalf of a covered entity.

"Service" means the Google App Engine Service as more fully described here: https://developers.google.com/appengine/ or such other URL as Google may provide. The APIs provided under the Service are listed here: https://developers.google.com/appengine/appengine_services or such other URL as Google may provide.

"Service FAQ" means those FAQs more fully described here: https://developers.google.com/appengine/kb or such other URL as Google may provide.

�Service Level Agreement� or �SLA� means the service level agreement then in effect for the Service available at the following URL: https://developers.google.com/appengine/sla or such other URL as Google may provide.

"Software" means any downloadable tools, software development kits or other such proprietary computer software provided by Google in connection with the Service, 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 Service, including any related penalties or interest.

"Terms URL" means the following URL: https://developers.google.com/appengine/terms or such other URL as Google may provide.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: http://www.google.com/permissions/guidelines.html or such other URL as Google may provide.

"Updates" means the periodic software updates provided by Google to
Customer from time to time. Updates are designed to improve, enhance and
further develop the Service and may take the form of bug fixes, enhanced
functions, new software modules and completely new versions.
    "Updates" means the periodic software updates provided by Google to
Customer from time to time. Updates are designed to improve, enhance and
further develop the Service and may take the form of bug fixes, enhanced
functions, new software modules and completely new versions.

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IBM
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License Text:
Licensing details could not be obtained.

<<END OF APPENDIX 2>>
<<END OF Cloud 1.4>>
<<END OF NOTICES>>