

Background Information

This addendum ("Addendum") is entered into by and between Google Inc. and its affiliates ("Google"), 1600 Amphitheatre Parkway, Mountain View, California 94043, and the federal agency identified in the Signatory Information block below ("Agency"). This agreement will be effective as of the date you click the "Accept and Sign Up" button below (the "Effective Date"). If you are accepting on behalf of Agency, you represent and warrant that (i) you have full legal authority to bind Agency to these terms and conditions, (ii) you have read and understand this Addendum, and (iii) you agree to this Agreement on behalf of the Agency. If you don't have the legal authority to bind, please do not click the "Accept and Sign Up" button below.

Effective Date

2012-04-04 07:18 PDT-US/Pacific (YYYY-MM-DD hh:mm)

Agreement

In consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

- 1. Standard Terms and Precedence:** In connection with Agency's use of the Visualization API services ("Services"), Agency agrees to the Google Visualization API Terms of Service ("Terms") found at <http://code.google.com/apis/chart/interactive/terms.html> (Terms URL), as modified by this Addendum. Please take a moment to read and review the Terms. In the event of a conflict between this Addendum and the Terms, then this Addendum governs. Capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Terms.
- 2. Government entity:** "You" within the Terms shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the Google products or services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.
- 3. Intellectual property ownership:** Except as expressly allowed in the Terms, no rights to any derivative works, inventions, or Google product modifications are conferred on Agency or any other party. All such rights belong solely to Google.
- 4. Additional changes to Terms:** Google may modify the Terms occasionally. These changes may be necessary to reflect changes to the law or changes to the Services. Agency should look at the terms regularly. Google will post notice of modifications to these terms at the Terms URL. The changes will not apply retroactively and will become effective no sooner than seven (7) days after being posted. However, changes made for legal reasons or specific to new functionality for the Services will be effective immediately. If Agency does not agree to modified terms for the Services, Agency may terminate this Addendum immediately.
- 5. Indemnification, Liability, Statute of Limitations:** All indemnification provisions of the Terms are hereby waived, except to the extent expressly authorized by law. Liability for any breach of the Terms or this Addendum shall be determined under the Federal Tort Claims Act or other governing authority.

- 6. Governing law:** This Addendum will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law.
- 7. Uploading, deleting:** The parties understand and agree that Agency is not obligated to use the Services, including but not limited to uploading any content to the Services.
- 8. No endorsement:** Google agrees that Agency trademarks, logos, service marks, trade names, or the fact that Agency utilizes the Services, shall not be used by Google to imply a direct endorsement of Google or the Service by the Agency. Either party may list the other party's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than any other third party name.
- 9. No business relationship created:** The parties are independent entities and nothing in this Addendum or the Terms creates an agency, partnership or joint venture.
- 10. No cost agreement:** Nothing in this Addendum or Terms obligates Agency to expend appropriations or incur financial obligations. The parties acknowledge and agree that none of the obligations arising from this Addendum or Terms are contingent upon the payment of fees by one party to the other.
- 11. Future fee based arrangements:** Google provides these Services at a basic level free of charge to the public, but that may change in the future. Agency acknowledges that while Google will provide Agency with the Services for free, Google reserves the right to begin charging for the Services and features at some point in the future. Google will provide Agency with advance notice of such a change. Agency understands that Google currently offers other premium and enterprise services for a fee. The parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before deciding to enter into a premium or enterprise subscription, or any other fee-based service Google may offer in the future, Agency agrees to determine whether it has a need for those additional services, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Addendum and the Terms for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.
- 12. Assignment:** Neither party may assign its obligations under this Addendum or Terms to any third party without prior written consent of the other; provided however, Google or its subsidiaries may assign this Addendum and the Terms to a subsidiary or parent without written consent from the Agency provided that the successor assumes Google's obligations under this Addendum and the Terms.
- 13. Public availability of this Addendum:** The parties agree this Addendum contains no confidential or proprietary information, and either party may release it to the public upon request and to other agencies interested in using the Services.
- 14. Termination rights:** Any provision in the Terms allowing Google to terminate the Services, at any time, for any reason, is modified to reflect the Parties' agreement that Services may be terminated and/or the Agency's account closed by Google, only for good cause. "Good cause" includes but is not limited to Google's decision to cease providing the Services to any third party, termination of Services to Agency based on Google's policy decisions affecting Agency on a non-discriminatory individual basis, or termination of Services to Agency for financial or

technical reasons. The foregoing modification to the Terms: (i) applies only to the Services and not any other Google product, and (ii) shall not apply to any Google product that is in Beta or experimental status. Notwithstanding the foregoing, Google may terminate this Addendum upon ninety (90) days prior written notice to Agency. The Agency may terminate its use of Services at any time.

15. Use of Web Tracking Technologies: In addition to any third-party web tracking technologies being utilized on the Effective Date, Google may make use of or allow additional third-party web tracking technologies, including, but not limited to, cookies, web bugs, and web beacons. Google will provide advance notice of features using such third party web tracking technologies through its Google Visualization API user mailing list which Agency can subscribe to at the following link: <http://groups.google.com/group/google-visualization-api/subscribe> (or its successor sites). Agency may cease use of the Services and remove any content associated with the Services from Agency websites if Agency objects to Google's use of third-party web tracking technologies. To the extent that Google uses persistent cookies or other web tracking technologies at Effective Date or after following the notice procedure described above, Agency is responsible for ensuring that its use of Services complies with all Federal policies governing the use of persistent cookies and other web-tracking technologies.

16. Advertisements: Google agrees not to serve or display any commercial advertisements in the publicly available portion of the Services displaying content uploaded by or under the control of the Agency; provided, however, Google may serve or display advertisement in such publicly available portions of the Services if Agency opts to include such optional feature(s) of the Services.

17. Modifications of Agency content: Google agrees that the right reserved in the Terms to "modify" or "adapt" Agency content is limited to technical actions necessary to index, format and display that content. The right to modify or adapt does not include the right to edit or otherwise intentionally alter the meaning of the content. Notwithstanding anything to the contrary, Agency understands that: (a) automated modifications or adaptations that may alter the meaning of the content and (b) visual modifications or adaptations of Agency content as intended by the Services, are not a violation of this section. In the event Agency discovers that Agency content has been modified in a manner that negatively alters the meaning of such content, Agency may contact Google and the parties shall work together in good faith to correct the modification. Notwithstanding the foregoing, nothing in this Addendum shall result in an expansion of Agency's rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of said Act.

18. Records Management, Security, Privacy, and Accessibility: This paragraph imposes no additional obligations on Google. The Agency is reminded that: A) this Addendum and the Google Visualization API Terms of Service should not be construed as conferring blanket approval for the use of these Services or any other service by Agency; B) the Agency must determine whether its use of these Services and Google's policies associated with these Services are compatible with the organization's obligations under Federal laws, Regulations, and other applicable policies, and is fully consistent with each organization's mission requirements; and C) no sensitive information, to include For Official Use Only (FOUO) and privacy-related information, may be published in any form or manner via these Services.

Signatory Information

Contracting Entity: U.S. General Services Administration

Url:

Name: David McClure

Title: GSA Office of Citizen Services a

Email: david.mcclure@gsa.gov

Address: 1275 First Street, NE, Suite 1116, Washington, D.C. 201417

Country: United States

Phone: 202-501-0705

Fax:

Accept Agreement

Note: If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

By checking this box, I am accepting this Agreement on behalf of the entity **U.S. General Services**

Administration. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement,

(b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement

on behalf of the entity that I represent.

Accepted and Agreed