

## GOOGLE - FEDERAL AGENCY ADDENDUM TO TERMS OF SERVICE FOR GOOGLE WEBMASTER TOOLS

This addendum ("Addendum") to the Terms of Service for Google Webmaster Tools ("Webmaster Tools ToS"), which terms are made available within the Webmaster Tools service (herein defined as "Services" and accessible from <http://www.google.com/webmasters/tools/home> or any replacement or successor URLs thereto) is entered into on June 25, 2012 ("Addendum Effective Date") by *U.S. General Services Administration* ("Agency") and Google Inc. and its affiliates ("Google"). This Addendum only applies with respect to Agency's use of Google Webmaster Tools, and does not affect the terms of service that govern Agency's use of any other Google products or services.

### BACKGROUND

The parties recognize that Agency, as a United States Government entity, is required to follow applicable federal laws and regulations governing its agreements with other parties. Such laws and restrictions include limitations on matters related to ethics, indemnification, fiscal law, advertising and endorsements, freedom of information, governing law and dispute resolution forum. Agency and Google agree that modifications to the Webmaster Tools ToS are appropriate to accommodate Agency's legal status and public mission. The Services provided pursuant to this Addendum are commercial as defined in Federal Acquisition Regulation ("FAR") 2.101 (b)(6), regarding commercial items as services. Except for this agreement between Google and Agency, this Addendum does not modify the Webmaster Tools ToS which, under FAR 12.212 and DFARS 227.7202 shall be used for the sale of any Google commercial computer software and documentation related to the Services provided hereunder.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

### TERMS

1. **Precedence:** If there is any conflict between this Addendum and the Webmaster Tools ToS, this Addendum shall prevail. This Addendum may be further amended only upon written agreement executed by both parties.
2. **Government entity:** "You" within the Webmaster Tools ToS 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. **Indemnification:** All indemnification provisions of the Webmaster Tools ToS are hereby waived, except to the extent expressly authorized by law. Liability for any breach of the Webmaster Tools ToS or this Addendum, shall be determined under the Federal Tort Claims Act, or other governing authority.

4. **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.
5. **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.
6. **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.
7. **No business relationship created:** The Parties are independent entities and nothing in this Addendum or the Webmaster Tools ToS creates an agency, partnership or joint venture.
8. **No cost agreement:** Nothing in this Addendum or Webmaster Tools ToS obligates Agency to expend appropriations or incur financial obligations. The parties acknowledge and agree that none of the obligations arising from this Addendum or Webmaster Tools ToS are contingent upon the payment of fees by one party to the other.
9. **Future fee based arrangements:** 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. 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 Webmaster Tools ToS 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.
10. **Assignment:** Neither party may assign its obligations under this Addendum or Webmaster Tools ToS to any third party without prior written consent of the other; provided, however Google may assign this Addendum and the Webmaster Tools ToS to a subsidiary without written consent from Agency.
11. **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.
12. **Termination Rights:** Any provision in the Webmaster Tools ToS 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 reasons. Notwithstanding anything to the contrary, the foregoing modification to the Webmaster Tools ToS shall not apply to any Google product that is in Beta or experimental status. Notwithstanding the foregoing, Google may terminate this agreement upon ninety (90) days prior written notice to Agency. As indicated in the Webmaster Tools ToS, the Agency may terminate its use of Services at any time.

13. **Records Management, Security, Privacy, and Accessibility:** This paragraph imposes no additional obligations on Google. The Agency is reminded that: (i) this Addendum and the Webmaster Tools ToS should not be construed as conferring blanket approval for the use of these Services or any other service by Agency; (ii) 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 (iii) 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.

14. **Use of Web Tracking Technologies:** Google may make use of or allow third-party web tracking technologies, including, but not limited to, cookies, web bugs, and web beacons. To the extent that Google uses persistent cookies or other web tracking technologies, Agency must comply with all Federal policies governing the use of persistent cookies and other web-tracking technologies.

Except as expressly set forth herein, the Webmaster Tools ToS will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum through their duly authorized representatives.

GOOGLE INC.:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Email: \_\_\_\_\_

U.S. GENERAL SERVICES ADMINISTRATION:

Name: David McClure

Title: Associate Administrator

Date: 6/22/12

Email: David.McClure@gsa.gov

