

## GSA ADDENDUM TO TERMS OF USE FOR GOOGLE+ PAGES

This addendum ("Addendum") to the Google+ Pages Additional Terms of Service ("Google+ Pages Terms"), the current version of which is attached as Exhibit A, (together, the "Agreement") for the Google+ Page services ("Google+ Pages" or "Services") is entered into by the U.S. General Services Administration ("GSA," "You," or "User") and Google Inc. ("Google"). For the purposes of this Addendum, the Google+ Pages Terms include the Google Terms of Service and all documents referenced therein. This Addendum will be effective as of the last date it is signed by Google and GSA (the "Addendum Effective Date").

### BACKGROUND

The parties recognize that United States Federal Agencies (each, an "Agency"), as United States Government entities, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations governing its agreements with other parties. Such laws and regulations include limitations on matters related to indemnification, fiscal law, advertising and endorsements, governing law and dispute resolution forum; and affirmative duties related to ethics, security, accessibility, and freedom of information. GSA and Google agree that modifications to the Google+ Pages Terms are appropriate to accommodate the legal status and public mission of each Agency. The free Services provided pursuant to this Addendum are commercial.

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

1. Google agrees that it shall offer to each Agency that wishes to use the Services the terms of this Addendum as set forth below (the "Terms").
2. The GSA shall notify Google, via email to [plus-pages-notifications@google.com](mailto:plus-pages-notifications@google.com), of each Agency that wishes to use the Services. Such notice shall include the name of the Agency, the name of authorized representative of the Agency and the email address for such representative. Google agrees that it shall send via email a form of this Addendum with the Terms to such Agency. The Agency may review and electronically accept the Addendum in order to enter into the Agreement with Google.
3. For each Agency that accepts the Addendum, the GSA agrees to provide Google with written notice of the URL for each Agency G+ Page (as defined below). The GSA shall provide such written notice via email to [plus-pages-notifications@google.com](mailto:plus-pages-notifications@google.com). Google agrees that, following receipt of such notice, it shall comply with Section D of the Terms as specified below.

### TERMS

**A. Precedence; Further Amendment; Termination:** This Addendum constitutes an amendment to the Google+ Pages Terms. Language in the Google+ Pages Terms indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Addendum and the Google+ Pages Terms, or between this Addendum and other rules or policies on the Google site or services, this Addendum shall prevail. This Addendum may be further amended only upon written agreement



executed by both Parties. Agency may close Agency's account and terminate this Agreement at any time upon written notice to Google. Any written notice from Google to Agency related to this Addendum may be sent to the email address designated by Agency when it registers for the Service.

B. **Government entity:** "You" within the Google+ Pages Terms shall mean Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the Services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, Agency.

C. **Agency content serving the public:** Google hereby acknowledges that Agency's use of Google+ Pages is for the purpose of publishing or distributing materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the materials relate to the Agency's mission and are published or distributed by Agency.

D. **Advertisements:** Agency agrees to provide GSA with written notice of the URL for each Google+ Page to be launched by Agency (each, an "Agency G+ Page"). Agency shall provide such written notice via email to [socialmediaapps@gsa.gov](mailto:socialmediaapps@gsa.gov). GSA has agreed to notify Google via email of each Agency G+ Page. During the first week of each month, Google shall review each written notice it received from GSA in the prior month and send a confirmation to the GSA (via email response) for each notice that contained a valid Agency G+ Page. On or prior to the fifteenth day of each month, Google shall incorporate each confirmed Agency G+ Page into its internal operating processes in order to not display advertisements as agreed below. Google agrees to use commercially reasonable best efforts to not serve or display advertisements to consumers on any Agency G+ Page identified in writing by the GSA and confirmed by Google. In the event Agency determines that such advertisements have been served or displayed to consumers by Google on any Agency G+ Page, Agency shall notify Google in writing of such activity. Following receipt of such notice, Google shall immediately research the matter and use commercially reasonable efforts to stop any such advertisements as soon as reasonably practicable. In the event Google is unable to stop and permanently discontinue placing such advertisements, Agency shall have the right to immediately terminate this Agreement by providing written notice to Google.

E. **Indemnification:** All indemnification and damages provisions of the Google+ Terms are hereby waived. Liability of Agency for any breach of the Google+ Pages Terms or this Addendum, or any claim arising from the Google+ Pages Terms, or this Addendum, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Google for any breach of the Google+ Pages Terms or this Addendum, or any claim arising from the Google+ Pages Terms or this Addendum, shall be determined by applicable federal law.

F. **Governing law:** The dispute resolution and arbitration provisions in the Google+ Pages Terms are hereby deleted. The Google+ Pages Terms and this Addendum shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America. To the extent permitted by federal law, the laws of the State of California will apply in the absence of federal law. The Parties



may mutually agree to mediation or arbitration under a subsequent agreement.

**G. Material changes to Google+ Pages Terms:** Language in the Google+ Pages Terms giving Google the right to change the Google+ Pages Terms without notice at any time is hereby amended as follows. Google may modify the Google+ Pages 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 Google+ Pages Terms. The changes will not apply retroactively and will become effective no sooner than fourteen (14) days after they are 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 the modified terms for the Services, Agency may terminate this Agreement in writing immediately.

Any provision of the Google+ Pages Terms requiring modifications of the Google+ Pages Terms posted on Google's website is inapplicable to this Addendum because this Addendum is of limited, not general, application, and any such provision is otherwise waived for this special circumstance. This Addendum contains no confidential or proprietary information, and Agency may release it to the public upon request and to other agencies interested in using Google's site and services.

**H. Access and use:** Google acknowledges that Agency's use of Google+ Pages may energize significant citizen engagement. Language in the Google+ Pages Terms allowing Google to terminate the Service, or close Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Google may unilaterally terminate the Service and/or terminate Agency's account only for breach of Agency's obligations under the Google+ Pages Terms or its material failure to comply with the instructions, policies and guidelines pertaining to Google+ Pages, if Google ceases to operate the Services generally or if Google is required to cease providing the Service by law (for example, where the provision of the Service becomes unlawful). If curable and reasonably practicable, Google will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part, not to exceed 30 days.

**I. Ownership of names:** Any provision(s) in the Google+ Pages Terms related to Google's ownership of and right to change Agency selected profile name(s), or user ID(s) are modified to reasonably accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-recognized name(s), so long as such name(s) have not been previously registered by other Google+ Page users.

**J. Modifications of user content:** Google agrees that the right reserved in the Google+ Pages Terms to modify, adapt or remove Agency content is limited to technical actions necessary to index, format and display that content. Agency understands that the presentation layer of the Google Services may modify the appearance of Agency content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. Notwithstanding the foregoing, nothing in this Addendum shall result in an expansion of Agency rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et sec.), specifically including Section 105 of the



Act. Notwithstanding the modifications in this Section J, Google maintains the right to remove content that is in violation of the Google+ Page Terms.

K. **Limitation of liability:** The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the Google+ Pages Terms in any way grants Google a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

L. **Uploading, deleting:** The Parties understand and agree that Agency is not obligated to place any content on its Google+ Page, and Agency reserves the right to remove at Agency's sole discretion (i) any and all content posted by Agency, (ii) and comments posted by a Google+ user on Agency content on an Agency controlled Google+ Page. For clarity, Agency shall not have the right to delete content that has been reshared.

M. **No endorsement:** Google agrees that Agency seals, trademarks, logos, service marks, trade names, and the fact that Agency has a presence on Google+ Pages and use its services, shall not be used by Google in such a manner as to state or imply that Google's products or services are endorsed, sponsored or recommended by Agency or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for Google+ Pages controlled by Agency, or for links to or promotion of such Google+ Pages (e.g. within a suggested follow list, or highlighted profile list), Google agrees not to display any Agency or government seals or logos on Google's homepage or elsewhere on the Google+ Pages, unless permission to do has been granted by Agency or by other relevant federal government authority. Google may list Agency's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other party's name. For the sake of clarity, in the course of promoting, marketing or demonstrating Google+, Google is not required to eliminate or blur unintentional screenshots incidentally including Agency Content appearing on Google+ outside of the Agency Google+ Pages themselves (e.g., +1s by Agency), Agency content incidentally appearing on a computer monitor in the background of an image or video, or similarly minor, incidental depictions of Agency content.

N. **No business relationship created:** The Parties are independent entities and nothing in this Addendum or Google+ Pages Terms creates an agency, partnership, joint venture, or employer/employee relationship.

O. **No cost agreement:** Nothing in this Addendum or the Google+ Pages 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 Google+ Pages Terms are contingent upon the payment of fees by one party to the other.

P. **Separate future action for fee based services:** Google provides Google+ Pages at a basic level free of charge to the public, but this may change in the future. Agency acknowledges that, while Google will



provide Agency with some Google+ Pages and features for free, Google reserves the right to begin charging for those services and features at some point in the future. Following the date Google provides notice to Agency that it intends to charge or has begun charging for any such services or features related to the Service, Agency may terminate this Addendum by providing written notice to Google within thirty (30) days of receipt of such notice from Google. Agency shall not be responsible for any fees that may be charged by Google prior to the date of notice and during such thirty (30) day period. Agency also understands that Google may currently offer 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. If Google offers such fee-based services to the Agency, before Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that Google or alternative providers may offer now or in the future, Agency agrees to determine that Agency has a need for those additional services for a fee, 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 any then-applicable Google terms for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and Agency guidelines when initiating that separate action.

**Q. Assignment:** Neither Party may assign its obligations under this Addendum or Google+ Pages Terms to any third party without prior written consent of the other, provided however that no such consent shall be required in the event of a transfer or assignment of all of a Party's rights or obligations to a successor to substantially all of the assets or business of such Party. Upon any such assignment, the assignee shall provide prompt written notice to the other Party.

**R. Intellectual property ownership:** Except as expressly allowed in the Google Terms of Service, no rights to any derivative works, subject inventions, or Google product modifications are conferred on Agency or any other party. All such rights belong to Google.

**S. Security:** Google will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. Recognizing the changing nature of the Web, Google will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data. Google agrees to discuss in good faith implementing additional security controls as deemed necessary by Agency, in conformance with the Federal Information Security Management Act (FISMA).

**T. Restriction Against Disclosure:** Google agrees, in the performance of this agreement, to keep non-public information furnished by the Agency ("Agency Confidential Information") in the strictest confidence, said information being the sole property of the Agency. Google also agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, nor



authorize or permit others to do so, taking reasonable measures as are necessary to restrict access to the information, while in his or her possession, to those employees who must have the information to perform the work provided herein on a "need to know" basis, and agrees to notify Agency via email as soon as reasonably practicable, in the event Google determines, or has reason to suspect, a breach of this requirement. Google also agrees to notify Agency if it receives a request for Agency information and to not respond to such a request without Agency's consent, unless otherwise required by law. For the sake of clarity, any information posted on the Agency Google+ Page on the Google+ Service generally (e.g. +1s) is public information and not subject to this section. All other communications, whether written or oral, between the Agency and Google is subject to this section. Agency Confidential Information does not include information that a) was known to Google without restriction before receipt from Agency, b) is publicly available through no fault of Google, c) is rightfully received by Google from a third party without duty of confidentiality or d) was independently developed by Google. Google may disclose Agency Confidential Information when compelled to do so by law if Google provides reasonable prior notice to Agency, unless a court orders that Agency not be given notice.

V. **Additional Items for Discussion and Possible Inclusion in this Agreement:** Google understands that changes in federal law, regulation and policy may affect Agency's use of Google's products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by Google (which may change from time to time), and how Agency intends to use those services (which also may change). The following are among the dynamic topics Agency may discuss with Google and which may lead to the insertion of additional clauses in this Addendum upon mutual agreement and written amendment signed by the Parties: privacy, accessibility, and security.

GOOGLE INC.

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

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

Date: \_\_\_\_\_

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

U.S. GENERAL SERVICES ADMINISTRATION

Name: David McClure

Title: Associate Administrator

Date: 6/14/2012

Email: david.mclure@gsa.gov



Exhibit A

**Google+ Pages Additional Terms of Service**

These Additional Terms, the Google Terms of Service [<http://www.google.com/accounts/TOS>] and other terms and policies referenced here, will govern your use of Google+ Pages ("Google+ Pages Terms"). Please check from time to time for updates. Your use of Google+ Pages means you have accepted the Google+ Pages Terms and your continued use of Google+ Pages means you are consenting to any updates. If you do not wish to agree to the Google+ Pages Terms, please do not use Google+ Pages.

**1. Authority and Access.** Subject to the Google+ Pages Terms, any Google+ user may create a Google+ Page, but only users with authority over the subject matter may own and/or manage the Google+ Page. You may not share login credentials for your Page. You may authorize users who have authority over the subject matter to act as managers or to become the owner of your Page. Any such user must accept these Additional Terms before becoming a manager or owner. If you transfer ownership of your Page you will no longer be able to take certain actions on the Page (for example, deleting a Page). Please see the Google+ Help Center for additional information on multiple managers and transferring ownership of your Google+ Page.

**2. Content.** Text, images, or other content posted on Google+ Pages must comply with the Google+ User Content and Conduct Policy [<http://www.google.com/+/policy/content.html>], which are incorporated into the Google+ Pages Terms. As with Google+ profiles, your Google+ Page is public to the world. You may select appropriate restrictions (e.g. age categories) in the Google+ Pages user interface to limit interaction with your Google+ Pages by signed-in Google+ users. Google reserves the right to restrict the content on your Google+ Page at its discretion. Except as otherwise required by the Google+ Pages Terms, you may not include terms, conditions or non-Google provided technical restrictions on Google+ Pages.

**3. Data.** Google's use of the information you provide is described in the Google+ Privacy Policy [<http://www.google.com/intl/en/+/policy/>]. You may not do anything to determine the identity of a visitor on your Google+ Page without the visitor's permission. Before collecting any information from a visitor, you must first obtain the visitor's express, prior consent, be clear that you (and not Google) are collecting the information and you must post a privacy policy on your Google+ Page that complies with applicable law.

**4. Contests, Applications and Ads.** Any contests, sweepstakes, offers, coupons or similar promotion on your Google+ Page must also comply with the Google+ Pages Contest and Promotion Policies [<http://www.google.com/intl/en/+/policy/pagescontestpolicy.html>]. You may post links to applications on Google+ Pages so long as the applications comply with the Google+ Platform Development Policies [<https://developers.google.com/+/policies>]. You may not display third party advertising on your Google+ Page.

**5. Suspension and Termination.** Google reserves the right to block or remove Google+ Pages that violate law, third party rights, the Google+ Pages Terms or if you are using Google+ Pages to violate or circumvent terms or policies for other Google products or services. Repeated violations of Google+ Pages Terms may cause your Google+ account to be suspended or your entire Google account to be terminated, depending on the seriousness of the violation. Google may, without notice, remove your Google+ Pages if they are dormant for more than nine months.

