

# MANAGED GOOGLE PLAY AGREEMENT

This Agreement is entered into by and between Google LLC (f/k/a Google Inc.), a Delaware limited liability corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 (“**Google**”) and you and/or your company, institution or other organization (“**You**”). This Agreement is effective as of the date You click “I Accept” below (the “**Effective Date**”). If You cannot accept these terms, please do not use Managed Google Play.

By accepting the terms and by Your continued use of the Service, You agree to the below terms, in addition to the then current versions of the following, if applicable to Your use of the Service: Google Terms of Service, Google Privacy Policy, Google Play Terms of Service, Google Play Developer Distribution Agreement, Google Play Business and Program Policies, and Data Protection Addendum (together, the “**Agreement**”). The foregoing terms are applicable if specific products and services that are used by You or Your users are subject to those terms. In addition, Google may make additional Applications, features, or functionality available from time to time, the use of which may be contingent upon Your agreement to additional terms specifically applicable to those additional Applications, features, or functionality. If You are an educational institution or organization using G Suite for Education, or You are using Google device management for Android single use devices, these services are governed by the applicable Additional Services Terms.

## DEFINITIONS

“Additional Services Terms” means the G Suite Additional Terms of Use for Additional Services located at [https://gsuite.google.com/terms/additional\\_services.html](https://gsuite.google.com/terms/additional_services.html), the Google device management for Android devices located at <https://www.google.com/chrome/terms/androidcosu-device-management/index.html> or such other URL as Google may provide and as may be amended from time to time.

“Android-based Device” means a Device that runs the Android operating system or any successors thereto.

“Applications” means apps that are made available in the Service.

“Chrome-based Device” means a Device that runs the Chrome OS operating system or any successors thereto.

“Confidential Information” means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. 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.

“Data Protection Addendum” means the Android Enterprise Data Processing and Security Terms located at <https://www.android.com/enterprise/data-protection/terms/> or such other URL as Google may provide and as may be amended from time to time.

“Google Play Developer Distribution Agreement” means the Developer Distribution Agreement located at [https://play.google.com/intl/ALL\\_us/about/developer-distribution-agreement.html](https://play.google.com/intl/ALL_us/about/developer-distribution-agreement.html) or such other URL as Google may provide and as may be amended from time to time.

“Device” means a mobile device, tablet, computer or other device supported by the Service.

"EMM" or "EMM provider" means Enterprise Mobility Management provider, a company that delivers a product focused on the management of mobile devices, mobile Applications and related services. For Chrome-based Devices, Google will be the EMM provider.

"End User" means the individuals You permit to use the Service.

"End User Account" means a Google-hosted account established by You or the EMM through the Services for an End User.

"Google Payments Privacy Notice" means those terms located at <https://payments.google.com/legaldocument?family=0.privacynotice&hl=en>, or such other URL as Google may provide and as may be amended from time to time.

"Google Payments Terms of Service" means those terms located at <https://payments.google.com/legaldocument?family=0.buyertos&hl=en>, or such other URL as Google may provide and as may be amended from time to time.

"Google Play Business and Program Policies" means those policies located at <https://play.google.com/about/android-developer-policies.html>, or such other URL as Google may provide and as may be amended from time to time.

"Google Play Terms of Service" means the Google Play Terms of Service located at <https://play.google.com/about/play-terms.html>, or such other URL as Google may provide and as may be amended from time to time.

"Google Privacy Policy" means the Google Privacy Policy located at <https://www.google.com/intl/en/policies/privacy/>, or such other URL as Google may provide and as may be amended from time to time.

"Google-Supported Features" means the following features within the Service for Android-based Devices: (a) The setup of the G Suite administration console (at admin.google.com), if applicable; and (b) The setup of End User Accounts.

"Google Terms of Service" means the Google Terms of Service located at <https://www.google.com/intl/en/policies/terms/>, or such other URL as Google may provide and as may be amended from time to time.

"Manage" means that the EMM provider has the ability, on Your behalf, to (i) administer Devices under the Service and profiles associated with the domain, (ii) manage, install, uninstall Applications directly to End User Devices and (iii) act as the administrator for Google Play.

"Managed Google Play" or "Managed Play Store" means the service that is managed by Your administrator using Your EMM as more fully described at <https://support.google.com/googleplay/work#topic=6137720>, or such other URL as Google may provide and as may be amended from time to time.

"Refund Policy" means those policies located at [https://support.google.com/googleplay/work/answer/6170898?hl=en&ref\\_topic=6137710](https://support.google.com/googleplay/work/answer/6170898?hl=en&ref_topic=6137710), or such other URL as Google may provide and as may be amended from time to time.

"Service" means the Managed Google Play product or any successors thereto (more fully described at [https://support.google.com/googleplay/work/answer/6137711?hl=en&ref\\_topic=6137710](https://support.google.com/googleplay/work/answer/6137711?hl=en&ref_topic=6137710)) for Android-based Devices and for Chrome-based Devices, or such other URL as Google may provide and as may be amended from time to time.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of Applications, including any related penalties or interest.

"Updates" means bug fixes, patches, enhanced functions, missing plug-ins and new versions of the Applications.

## 1. ACCESS TO AND USAGE OF THE SERVICE

- a. Access. You may use the Service to browse, locate, or download Applications for Your organization. Your administrator's use of the Service will be governed by the Google Terms of Service, including the Google Privacy Policy. Developers may place geographic limitations on where Applications can be distributed to Your End Users.
- b. End User Access. By allowing Your End Users to access and use the Google Play Store, You agree to the Google Play Terms of Service on their behalf.
- c. Restrictions on Access. You must not access the Service if You are a person who is either barred or otherwise legally prohibited from receiving or using the Service or any Applications under the laws of the country in which You are resident or from which You access or use the Service. You must comply with any age restrictions that might apply for the use of the Service or specific Applications.
- d. EMM. You agree that Your EMM provider will have the right to Manage the Service for Your accounts, including access to Your data.
- e. Restrictions on Use. Unless Google specifically agrees in writing, You will not and You will use commercially reasonable efforts to make sure a third party does not: (i) sell, resell, or lease the Service (or the functional equivalent) to a third party; (ii) reverse engineer or attempt to reverse engineer the Service or any component; or (iii) to create or attempt to create a substitute or similar service through use of, or access to, the Service.
- f. Unauthorized Use. You will use commercially reasonable efforts to prevent unauthorized use of the Service and to terminate any unauthorized use. You will promptly notify Google of any unauthorized use of, or access to, the Service of which You become aware.

## 2. TYPES OF APPLICATIONS

- a. Private Applications. You may upload organization-specific Applications as part of using the Service, which may either be self-hosted or in a Google-hosted mode in Google Play. If You use Google Play to host Your Private Application, You must do so in accordance with the terms of the Google Play Distribution Agreement. You have the ability to (i) manage Applications and (ii) purchase bulk licenses to assign (or re-assign) to End Users. Subject to compliance with the terms herein, You may push Applications to End Users provided that such Applications are necessary and required as part of the End User's employment.
- b. Free Applications. Google may allow You to download or use Applications free of charge. Any terms and conditions that apply to purchased Applications will apply to free Applications, except with respect to payment-related matters (for example, the refund-related provisions of these Terms do not apply to such free Applications). Google may impose limitations on Your access and use of certain free Applications.

- c. Bulk Purchased Applications. When Google enables the feature, You will be permitted to purchase Applications in bulk using a valid payment method via Google Payments. You may distribute or revoke Applications to Your End Users and re-assign the Applications You purchased in bulk.
- d. Free Trials of Applications. Google or developers may provide You a limited supply of free Applications for testing and evaluation purposes. Such free Applications may come with additional terms and conditions that apply to such free use (e.g., a duration for the free trial). If a developer provides a free trial and You do not cancel during the trial period, You may incur additional charges. Once You cancel Your trial, You will immediately lose access to the relevant Applications.

### 3. YOUR OBLIGATIONS

- a. Account Information. You may be required to provide information such as name, address, and billing details. The Google Privacy Policy explains how we treat Your personal data and protect Your privacy when using the Service. You agree that any such information You provide to Google will always be accurate, correct, and up to date.
- b. Updates. By using the Service, You may need to install updates to the Service that Google introduces from time to time. Applications originating from Google may communicate with Google servers from time to time to check for available Updates to the Applications and to the functionality of the Service. By using the Service, You agree to such automatically requested and received updates.
- c. Malware Protection. To protect against the effects of malicious third-party software, information about the Applications (including self-hosted Applications) that You distribute to Your End Users, including the source of the Application and the Application itself, may be sent to Google. Google will use the information to compare against a database of known malware to determine if the Application is harmful or likely to be unsafe. Google may warn You if it considers the Application to be unsafe, or block its installation to Your End Users if it is known to Google to be harmful to devices, data or users.
- d. Geographic Restrictions. Developers may place geographic limitations on where Applications can be distributed to Your End Users. You agree to only distribute a given Application to End Users that are physically located in a country which the developer of the Application has approved as a country of distribution.

### 4. PURCHASES, FEES, PAYMENTS

- a. Purchase of Applications. Google is the operator of the Service. When You buy an Application on Google Play Store, You buy it in accordance with the then current Google Play Terms of Service.
- b. Google Payments. You will need a Google Payments account to purchase Applications.
- c. Payment Processing. Google may make available to You various payment processing methods to facilitate the purchase of Applications. Google may add or remove payment processing methods at its sole discretion and without notice to You. You must abide by any relevant terms and conditions or other legal agreement, whether with Google or a third party, that governs Your

use of a given payment processing method. You agree to pay for any Applications that You order and that Google may charge Your credit card or other form of payment that You indicate for any Applications ordered, along with any additional amounts (including any taxes). You agree that You are solely responsible for all fees associated with purchases You make on the managed Play Store.

- d. Pricing. Pricing and availability of Applications are subject to change at any time.
- e. Taxes. You are responsible for any Taxes, and must pay Google for Applications without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to You, unless You provide Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If You are required by law to withhold any Taxes from Your payments to Google, You must provide Google with an official tax receipt or other appropriate documentation to support such payments. You must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Your use of, or the purchase of Applications through, the Service. The reporting and payment of any such applicable taxes are Your responsibility.
- f. Third-Party Fees. You may incur access or data fees from third parties (such as Your Internet provider or mobile carrier) in connection with Your use of Applications and Service. You are responsible for all such fees.
- g. All Sales Final. Except as expressly set forth in this Agreement or the Refund Policy, all sales are final, and no returns, replacements, or refunds are permitted. If a replacement, return, or refund is granted for any transaction, the transaction may be reversed, and You may no longer be able to access the Application that You acquired through that transaction. Your rights to withdraw, cancel, or return purchases and get a refund are set out in these terms and the Refund Policy.

## 5. RIGHTS AND RESTRICTIONS

- a. License to Use. Google grants to You a worldwide, non-sublicensable, non-transferable, non-exclusive, limited license to use the Service during the Term.
- b. Security Features. You may not attempt, nor assist, authorize, or encourage others, to circumvent, disable, or defeat any of the security features or components, such as digital rights management software or encryption, that protect, obfuscate, or otherwise restrict access to the Service. If You violate any security feature, You may incur civil or criminal liability
- c. Proprietary Notices. You may not remove any watermarks, labels, or other legal or proprietary notices included in any Application, and You may not attempt to modify any Applications obtained through the Service, including any modification for the purpose of disguising or changing any indications of the ownership or source of an Application.
- d. Term. This Agreement will commence on the Effective Date and will continue unless terminated by either party in accordance with this Section.
- e. Suspension and/or Termination. If Google becomes aware of an End User's violation of the Google Play Terms of Service or Your violation of this Agreement, then Google may suspend and/or terminate the End User Account or the admin account, as may be applicable. If Google

disables access to all End User Accounts or the admin account, this will disable access to the Service, including any Applications or account details that are stored with the applicable account.

- f. Termination for Breach. Either party may terminate this Agreement if the other party is in material breach, or if the other party materially breaches any provision of this Agreement and fails to remedy that breach within 30 days after receipt of written notice thereof.
- g. Termination for Convenience. Either party may terminate this Agreement for its convenience at any time upon 60 days notice to the other party; notice includes, but is not limited to, deletion of Your account, unsubscribing from the Service, or unbinding Your account from Your EMM provider.
- h. Effect of Termination. If the Agreement is terminated, then the license to use the Service and all other rights and licenses granted by one party to the other, or any services provided by Google to You under this Agreement, will cease immediately. Upon termination, Google will delete all of Your data within 60 days. For clarity, on termination, Google will not be obligated to refund You or any End User for any unused paid Service or Applications.

## 6. SUPPORT SERVICES

- a. Technical Support. Google will use reasonable efforts to provide technical support for Google-Supported Features to You. Requests for technical support not related to the Google-Supported Features should be directed to Your EMM provider. You may be required to supply support agents with a customer PIN made available to You by Google to access technical support services. For the avoidance of doubt, for Chrome OS Devices technical support services are exclusively governed by Your applicable License Agreement for Chrome Device Management for Work and Education.

## 7. MODIFICATIONS

- a. Modifications to the Service. Google may make commercially reasonable changes to the Service from time to time. If Google makes material changes to the Service, Google will inform You via email.
- b. Modifications to this Agreement. Google may make changes to this Agreement from time to time. If Google makes a material change to this Agreement, Google will inform You. Any changes will become effective, and will be deemed accepted by You: (i) immediately for new accounts, or (ii) for pre-existing accounts, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately). If You do not agree with the modifications to the Agreement, You must terminate Your use of the Service, which will be Your sole and exclusive remedy. You agree that Your continued use of the Service constitutes Your agreement to the modified terms of this Agreement.

## 8. CONFIDENTIALITY; PUBLICITY

- a. Confidentiality. The recipient of Confidential Information will not disclose it, 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 fulfil obligations under this Agreement, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

- b. Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

## 9. INTELLECTUAL PROPERTY

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, Google, its licensors and/or its affiliates owns all intellectual property rights in the Service.

## 10. REPRESENTATIONS

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all applicable laws and regulations applicable to its provision, or use, of the Service.

## 11. GENERAL PROVISIONS

- a. Notices. All notices of termination or breach must be in English, in writing and addressed to the other party's Legal Department. The address for notices to Google's Legal Department is [legal-notices@google.com](mailto:legal-notices@google.com). All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- b. Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an affiliate where: (i) the assignee has agreed in writing to be bound by the terms of this Agreement; (ii) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (iii) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- c. 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): (i) that party will give written notice to the other party within 30 days after the change of control; and (ii) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.
- d. Conflicting Terms. If there is a conflict between any term of this Agreement, the Google Terms of Service, the Google Play Terms of Service, or other terms referenced herein, the documents will control in the following order: this Agreement, the Google Play Terms of Service, the Google Terms of Service, the Google Privacy Policy, and any other terms located at a URL. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.
- e. Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

- f. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- g. 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.
- h. 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.
- i. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- j. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- k. Compliance with Applicable Law. Each party will comply with applicable law in the fulfillment of its obligations hereunder. In addition, for clarity, as between Google and You, You are responsible for the operation of Your business in compliance with applicable law.
- l. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'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.
- m. Survival. The following sections will survive termination of this Agreement: Definitions, 4 (Purchases, Fees, Payments), 5(h)(Effect of Termination), 8 (Confidentiality, Publicity), 9 (Intellectual Property), 10 (Representations), and 11 (General Provisions).
- n. Entire Agreement. This Agreement (including the terms incorporated by reference) 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 set out in this Agreement.

*September 20, 2018*