Cloud Talent Solution (https://cloud.google.com/talent-solution/) Resources

Data Logging Terms and Conditions

> **Note:** Please continue to review the terms carefully prior to enabling the Cloud Talent Solution data logging option. Click here (https://cloud.google.com/talent-solution/job-search/v3/docs/data-logging-terms) to view the previous version of these terms.

Consent Addendum to Google Cloud Platform License Agreement

This Consent Addendum ("Addendum") is an addendum to the GCP Agreement and is made and entered into by and between Google and the entity agreeing to these terms ("Customer"). This Addendum is effective for a specific Project as of the date Customer clicks to opt-in to enable the Cloud Talent Solution data logging option for that specific Project (such opt-in referencing this Addendum as the applicable "terms and conditions"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Addendum; (ii) you have read and understand this Addendum; and (iii) you agree, on behalf of Customer, to this Addendum. If you do not have the legal authority to bind Customer, please do not opt-in to enable the Cloud Talent Solution data logging option for any Project. The terms of this Addendum may change. Please continue to review the terms carefully prior to enabling the Cloud Talent Solution data logging option.

Capitalized terms not defined in this Addendum will have the meaning ascribed to them under the GCP Agreement.

1. **Definitions**

    a. "BAA" means any "HIPAA Business Associate Amendment" or "Business Associate Agreement" entered into between Google and Customer.

b. "Customer Training Data" means the Customer Data that Customer provides for the Purpose through use of the GCP Cloud Talent Solution Service with the data logging option enabled (and text files derived from such data).

c. "GCP Agreement" means the agreement between the parties governing Customer's use of the Google Cloud Platform Services (including a BAA amending the GCP Agreement).

d. "Google" means the Google entity in the applicable GCP Agreement.

e. "HIPAA" means the Health Information Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended.

f. "Including" includes "without limitation".

g. "Protected Health Information" or "PHI" has the definition given to it under HIPAA.

h. "Purpose" has the meaning set forth in Section 2.a.

i. "Improvements" means the models, improvements of GCP Services, and any associated intellectual property, that result from Google's processing of the Customer Data under this Addendum.

2. **Data Use**

a. Overview. Customer provides the Customer Training Data and instructs Google to process such data to develop, improve and model the machine learning technology for the Cloud Talent Solutions product relating to search and recommendations for jobs and profiles (the "Purpose").

b. Instructions to Process Customer Training Data. Customer hereby instructs Google to process the Customer Training Data for the Purpose.

c. Consent. Customer hereby consents to Google sharing the Customer Training Data with affiliates, third party vendors and contractors of Google, who are bound by non-disclosure agreement(s).

d. Effect of Disabling Data Logging. Once Customer opts-in to enable the Cloud Talent Solution data logging option for a specific Project, the related user interface will then present a "Disable data logging" option (the "Disable Option"). If Customer selects the Disable Option for a Project, data is no longer logged from that specific Project (**note: any Customer Training Data logged from a Project prior to the selection of the Disable Option for that Project will continue to be processed by Google, and logging of Customer Training Data will continue for any other Projects where the data logging option remains enabled**).

    e. Survival. The rights granted by Customer in this Addendum will survive the termination or expiration of the GCP Agreement.

3. **Ownership. Google owns all Improvements. For the avoidance of doubt, Improvements do not contain any Customer Training Data.**

4. **Warranty**

    a. Customer Data. Customer represents and warrants that it has all necessary and appropriate rights, consents, and permissions to instruct Google as set forth herein, including, as may be applicable, written or opt-in grants from the data originator(s) or owner(s) or the provision of any related notice or information to such data originator(s) or owner(s). Customer further represents and warrants that: (i) none of the Customer Training Data is or has been obtained from a website or online service (including mobile apps) directed to children or from children under the age of 13, as covered by the Children's Online Privacy Protection Act, regardless of any parental consent and (ii) Customer has not entered into a BAA with Google covering any PHI obligations under HIPAA.

    b. Indemnification. The parties agree that Customer's indemnification obligations related to Customer Data in the GCP Agreement will apply to any Indemnified Liabilities against Google arising from Customer Training Data.

5. **General**

    a. No Agency. No agency, partnership or joint venture is established between the parties. This Addendum is controlled by the same governing law as set forth in the GCP Agreement.

    b. Additional Terms. The terms and conditions of the GCP Agreement are incorporated into this Addendum. In the event of a conflict between the terms of the GCP Agreement and this Addendum, with respect to its subject matter, this Addendum will control.