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ID 610676

Google Cloud Master Agreement – Enterprise

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules, Order Forms and URL Terms that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement"), and is entered into by Google (as defined below) and the State of the Netherlands, represented by the Ministry of Justice and Security, with offices at Turfmarkt 147, 2511 DP Den Haag ("Customer").

As stated above, this Agreement is comprised of the General Terms, the Services Schedules, the Order Forms and the URL Terms. After Google and the State of the Netherlands, represented by the Ministry of Justice and Security, have signed this Agreement, Google and a Public Entity can execute Order Forms for specific Services (insofar as such Order Form is attached to the respective Services Schedule of this Agreement) in accordance with this Agreement, incorporating the Agreement into each executed Order Form per Public Entity by reference, and such Order Form per Public Entity and the Agreement together shall be a "Public Entity Agreement". For clarity, this means that when the term 'Customer' is used below, in a Public Entity Agreement this refers to the Public Entity that has executed the Order Form.

Google Cloud Master Agreement General Terms

1.   **Services.** After the parties complete and execute an Order Form: (a) Google will provide the Services to Customer in accordance with the Agreement, including the SLAs; and (b) Customer may use the Services in accordance with the applicable Services Schedule.

2.   **Customer obligations.**

2.1   Consents. Customer is responsible for any consents and notices, to the extent legally required, to permit: (a) Customer's use and receipt of the Services; and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

Buiten reikwijdte

De 8 pagina's hieronder vallen buiten de reikwijdte van het verzoek en zijn daarom weggelaten

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12.6   Subcontracting. Google may subcontract obligations under the Agreement, subject to, where applicable, the Data Processing Amendment regarding Workspace, and the Data Processing and Security Terms regarding Google Cloud Platform, but will remain liable to Customer for any subcontracted obligations.

De 2 pagina's hieronder vallen buiten de reikwijdte van het verzoek en zijn daarom weggelaten

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"Customer Personal Data" means the Personal Data contained within the Customer Data.

"Data Incident" means a breach of Google's or a Subprocessor's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by Google or a Subprocessor.

"End User" means an individual (e.g. employee, civil servant, onsite contractor or onsite agent) that Customer or its Affiliate permits to use the Services or a Customer Application. For Clarity, End Users may include employees of Customer, its Affiliates and other third parties.

Buiten reikwijdte

"EU GDPR" has the meaning given to it in the Data Processing and Security Terms, respectively the Data Processing Amendment.

"Google" means Google Cloud EMEA Ltd. with offices at 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

Buiten reikwijdte

5.1.1.c

Buiten reikwijdte

De 2 pagina's hieronder vallen buiten de reikwijdte van het verzoek of vallen onder een weigeringsgrond en zijn daarom weggelaten

Google Cloud Master Agreement
Workspace Services Schedule

This Workspace Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

Buiten reikwijdte

2.   **Data Processing and Security.**

2.1   Protection of Customer Data and Service Data. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data and Service Data 5.1.1.c

Buiten reikwijdte

5.1.1.c

2.2 <u>Data Processing Amendment</u>. Subject to 5.1.1.c
5.1.1.c the Data Processing Amendment is incorporated by reference into
this Services Schedule with the following changes:

5.1.1.c

2.3 5.1.1.c

2.4 5.1.1.c

2.5 5.1.1.c

Buiten reikwijdte

5.1.1.c

2.6   5.1.1.c

2.7   5.1.1.c

2.8   <u>Responsibilities under Non-European Law</u>: The following is added to the sentence 'If Non-European Data Protection Law applies to either party's processing of Customer Personal Data 5.1.1.c
5.1.1.c the relevant party will comply with any obligations applicable to it under that law with respect to the processing of that Customer Personal Data 5.1.1.c of Section 5.1.3 (Responsibilities under Non-European Law) of the Data Processing Amendment: '(except, with respect to Customer, to the extent its obligations under Non-European Data Protection Law conflict with or lead to a breach of Customer's obligations under EU GDPR (which is Customer's sole responsibility)).

2.9   <u>Deletion and return</u>. On expiry or termination of the Agreement, Customer, at its choice, may instruct Google to delete all Customer Data 5.1.1.c
5.1.1.c or return Customer Data 5.1.1.c
5.1.1.c in a manner consistent with the functionality of the Services.
5.1.1.c

Buiten reikwijdte

2.10   Customer's Security Assessment. The sentence 'Customer agrees, based on its current
        and intended use of the Services, that the Services, Security Measures, Additional
        Security Controls and Google's commitments under this Section 7 (Data Security): (a)
        meet Customer's needs, including with respect to any security obligations of Customer
        under European Data Protection Law and/or Non-European Data Protection Law, as
        applicable, and (b) provide a level of security appropriate to the risk in respect of the
        Customer Data' in Section 7.3.2 (Customer's Security Assessment) of the Data
        Processing Amendment is replaced by the following: 'Customer at the Effective Date
        concludes and remains responsible for determining, based on its current and intended
        use of the Services, that the Services, Security Measures, Additional Security Controls
        and Google's commitments under this Section 7 (Data Security): (a) meet Customer's
        needs, including with respect to any security obligations of Customer under European
        Data Protection Law and/or Non-European Data Protection Law, as applicable, and (b)
        provide a level of security appropriate to the risk in respect of the Customer Data 5.1.1.c
        5.1.1.c
        5.1.1.c

2.11   Right to object to New Third Party Subprocessor. When any New Third Party
        Subprocessor (as defined in the Data Processing Amendment) is engaged during the
        Term (as defined in the Data Processing Amendment), Google will, at least 5.1.1.c days
        before the New Third Party Subprocessor starts processing any Customer Data 5.1.1.c
        5.1.1.c
        5.1.1.c   notify Customer of the engagement (including the name and location of
        the relevant subprocessor and the activities it will perform). Notwithstanding Section 11.2
        of the Data Processing Amendment, Google may provide Customer (or an
        Administrator) with the information referenced in Section 11.2 of the Data Processing
        Amendment and the information referenced in this section in writing or at another URL
        specified by Google.

2.12   Requirements for Subprocessor Engagement. When engaging any Subprocessor,
        Google will ensure via a written contract that: the Subprocessor only accesses and
        processes Customer Data 5.1.1.c
        5.1.1.c   to the extent required to perform the
        obligations subcontracted to it, and does so in accordance with the Agreement (including
        these Terms) and the Model Contract Clauses or Alternative Transfer Solution, as
        applicable under Section 10.2 (Transfers of Data); and if the EU GDPR applies to the
        processing of Customer Personal Data 5.1.1.c
        5.1.1.c   the data protection
        obligations described in Article 28(3) of the EU GDPR, as described in these Terms, are
        imposed on the Subprocessor; and remain fully liable for all obligations subcontracted to,
        and all acts and omissions of, the Subprocessor.

2.13   5.1.1.c

        Buiten reikwijdte

2.14 <u>Responsibility for categories of data and data subjects set out in Exhibit 2</u>. As Google has no control over or insight into what (categories of) data and/or (types of) data subjects are subject to this Agreement and the envisaged processing, Customer is solely responsible for specifying Exhibit 2 accurately. Customer indemnifies Google and its Affiliates against Indemnified Liabilities in any Third Party Legal Proceeding arising out of or relating to not specifying Exhibit 2 accurately.

2.15 5.1.1.c

2.16 5.1.1.c

De 4 pagina's hieronder vallen buiten de reikwijdte van het verzoek of vallen onder een weigeringsgrond en zijn daarom weggelaten

13. <u>**Certifications and Audit Reports**</u>.

13.1 5.1.1.c

13.2 <u>ISO Certifications and SOC Reports</u>. Google will maintain at least the following for the Audited Services during the Term:
  (a) certificates for ISO 27001, ISO 27017 and ISO 27018, and its PCI DSS Attestation of Compliance (the "<u>Compliance Certifications</u>"), and
  (b) SOC 1, SOC 2 and SOC 3 reports produced by Google's Third Party Auditor and updated annually based on an audit performed at least once every 12 months (the "<u>SOC Reports</u>").
  Google may add standards at any time. Google may replace a Compliance Certification or SOC Report with an equivalent or enhanced alternative.

13.3 <u>Reviews of Security Documentation</u>. Google will make the following available for review by Customer during the Term:
  (a) the Compliance Certifications,
  (b) the SOC Reports,
  (c) the Security Whitepaper, and
  (d) any other documents relevant to the security or compliance of the Services that are made publicly available to customers of the Services.

13.4 5.1.1.c

13.5 5.1.1.c

Buiten reikwijdte

5.1.1.c

13.6

2. If Customer has entered into the Model Contract Clauses as described in the Data Processing Amendment, Google will allow Customer or an independent auditor appointed by Customer to conduct audits as described in the Model Contract Clauses in accordance with this Section 13.6 and Section 13.7 (*Additional Business Terms for Audits*).

13.7   5.1.1.c

De 3 pagina's hieronder vallen buiten de reikwijdte van het verzoek of vallen onder een weigeringsgrond en zijn daarom weggelaten

Buiten reikwijdte

"Customer Data" means all data (including text, files, software, images, video, audio, software and code) submitted, stored, sent or otherwise provided to Google by or on behalf of Customer or End Users through the use of the Services and/or received via the Services by Customer or End Users.

Buiten reikwijdte

Buiten reikwijdte

5.1.1.c

"Data Processing Amendment" means the then-current terms describing data protection and processing obligations with respect to Customer Data, as described at: https://gsuite.google.com/terms/dpa_terms.html.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User to use the Services.

5.1.1.c

Buiten reikwijdte

5.1.1.c

Buiten reikwijdte

5.1.1.c

Buiten reikwijdte

"Personal Data" has the meaning given to it in the Data Processing Amendment.

Buiten reikwijdte

5.1.1.c

Buiten reikwijdte

"<u>URL Terms</u>" means the AUP, Workspace Data Processing Amendment, Workspace Service Specific Terms, Workspace Technical Support Services Guidelines, and SLAs.

Buiten reikwijdte

De 7 pagina's hieronder vallen buiten de reikwijdte van het verzoek of vallen onder een weigeringsgrond en zijn daarom weggelaten

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Exhibit 2

REPLACEMENT OF APPENDIX 1 TO THE DATA PROCESSING AMENDMENT

Appendix 1: to the Data Processing Amendments
This Appendix forms part of the Data Processing Amendment

Subject Matter and Details of the Data Processing

Subject Matter

Processing of Customer Personal Data 5.1.1.c
5.1.1.c   in accordance with the Agreement.

Duration of the Processing

The applicable Term plus the period from the expiry of such Term until return or deletion of all Customer Personal Data 5.1.1.c
5.1.1.c   by Google in accordance with the Data Processing Amendment.

Nature and Purpose of the Processing

Google will process Customer Personal Data 5.1.1.c
5.1.1.c   for the purposes set out in Section 2.5 of the Workspace Services Schedule in accordance with the Agreement.

Categories of Data

5.1.1.c

Buiten reikwijdte

De 8 pagina's hieronder vallen buiten de reikwijdte van het verzoek of vallen onder een weigeringsgrond en zijn daarom weggelaten