



SECRETARÍA EJECUTIVA  
DEL SISTEMA  
**ANTICORRUPCIÓN**  
DEL ESTADO DE COAHUILA

**“2019, Año del respeto y protección de los derechos humanos en el Estado de Coahuila de Zaragoza”**

Saltillo, Coahuila de Zaragoza, a 04 de diciembre de 2019  
Solicitud Folio: 01252219

**Información Pública**  
**Unidad de Transparencia**  
**SE/UT/049/2019**

**C. MARIO HERNÁNDEZ GONZÁLEZ**  
**PRESENTE:**

**Información solicitada:**

*Contratos con proveedores y/o prestadores de servicios de los siguientes conceptos:*

1. SOFTWARE
2. BASE DE DATOS
3. APLICACIONES PARA DISPOSITIVOS MÓVILES YA SEA ANDROID O IOS
- 4.- PLATAFORMA INFORMÁTICA
- 5.- PLATAFORMA VIRTUAL
- 6.- PLATAFORMA INFORMÁTICA
- 7.- APP
- 8.- ANDROID
- 9.- IOS
- 10.- SISTEMA
- 11.- SISTEMAS DE ADMINISTRACIÓN
- 12.- SISTEMA DE GESTIÓN
- 13.- REDES SOCIALES, justificación de no pago: SOLO LO REQUIERO ELECTRONICO

**Respuesta**

En atención a la solicitud de información pública presentada por Usted vía Infomex el día 21 de noviembre de 2019, a la que se le asignó el folio número 01252219 y con fundamento en el artículo 1, 85, fracción III, 87, fracción VII, XI, y 99 de la Ley de Acceso a la Información Pública para el Estado de Coahuila de Zaragoza, se le informa lo siguiente:

Con fundamento en lo dispuesto por el artículo 97 de la Ley de Acceso a la Información Pública para el Estado de Coahuila de Zaragoza, que señala que una vez admitida la solicitud de información por el sujeto obligado, en este caso, la Secretaría Ejecutiva del Sistema Anticorrupción del Estado de Coahuila de Zaragoza, la Unidad de Transparencia turnará la solicitud de información al área competente.

En virtud de lo anterior, esta Unidad de Transparencia, mediante oficio número UAJ/065/2019-UT, de fecha 21 de noviembre del año en curso, signado por el Director de Asuntos Jurídicos y de Transparencia, turnó la solicitud de información pública con número de identificación 01252219, a la Dirección de Administración y Finanzas de la Secretaría Ejecutiva del Sistema Anticorrupción del Estado de Coahuila de Zaragoza, para ser atendida.

(844) 688 21 78

BLVD. LUIS DONALDO COLOSIO 703,  
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COAHUILA DE ZARAGOZA C.P. 25205

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Ahora bien, en atención al oficio antes mencionado, el C.P. Rosalío Medina Martínez, en su carácter de Director de Administración y Finanzas de la Secretaría Ejecutiva del Sistema Anticorrupción del Estado de Coahuila de Zaragoza, mediante oficio SESAEC/DAF/030-2019, de fecha 04 de diciembre de 2019, emitió respuesta a su solicitud de información, misma que encontrará adjunta al presente.

No omito hacer de su conocimiento que tiene expedito su derecho de interponer el recurso de revisión en contra de la presente respuesta a su solicitud, el cual puede presentarse por sí o a través de su representante legal, mediante escrito libre, a través de los formatos establecidos ante el Instituto Coahuilense de Acceso a la Información Pública, mediante el sistema electrónico habilitado para tal fin (vía infomex), o bien por medio de la Plataforma Nacional de Transparencia, dentro de los veinte días siguientes contados a partir de la notificación de la respuesta a su solicitud de información de conformidad con los artículos 109, 110, 111 y 112 de la Ley de Acceso a la Información Pública para el Estado de Coahuila de Zaragoza.

Sin otro asunto en particular, quedo de Usted.

**A T E N T A M E N T E**

**LIC. MAURICIO CONTRERAS MONTOYA**  
TITULAR DE LA UNIDAD DE TRANSPARENCIA DE LA SECRETARÍA EJECUTIVA DEL  
SISTEMA ANTICORRUPCIÓN DEL ESTADO DE COAHUILA DE ZARAGOZA

c.c.p C.P. Beatriz Aidé Báez Estala. Órgano Interno de Control. Para su conocimiento.  
c.c.p. Archivo  
legc

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“2019, Año del respeto y protección de los derechos humanos en el Estado de Coahuila de Zaragoza”

Saltillo, Coahuila a 04 de diciembre de 2019

**Oficio SESAEC/DAF/030-2019**

**Asunto:** Respuesta a solicitud de información **01252219**

**LIC. MAURICIO CONTRERAS MONTOYA**  
**TITULAR DE LA UNIDAD DE TRANSPARENCIA DE LA**  
**SECRETARÍA EJECUTIVA DEL SISTEMA ANTICORRUPCIÓN**  
**DEL ESTADO DE COAHUILA DE ZARAGOZA**  
**PRESENTE. –**

Por medio del presente reciba un cordial saludo, así mismo hacemos entrega de la información requerida mediante la solicitud de información con folio **01252219**, dirigido a esta Secretaría Ejecutiva del Sistema Anticorrupción del Estado de Coahuila de Zaragoza.

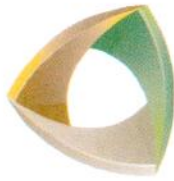
**Contratos con proveedores y/o prestadores de servicios de los siguientes conceptos:**

- 1. SOFTWARE:** No se ha contratado ningún servicio ya que se están desarrollando internamente con Software Libre.
- 2. BASE DE DATOS:** No se han contratado ya que se utilizan bases de datos que son de Software Libre.
- 3. APLICACIONES PARA DISPOSITIVOS MÓVILES YA SEA ANDROID O IOS:** No se han requerido estos servicios.
- 4.- PLATAFORMA INFORMÁTICA:** Se cuenta con el contrato con Google Cloud Platform mismo que se adjunta.
- 5.- PLATAFORMA VIRTUAL:** No se ha requerido este servicio.
- 6.- PLATAFORMA INFORMÁTICA:** Igual que el punto número cuatro.
- 7.- APP:** No se ha requerido este servicio.
- 8.- ANDROID:** No se ha requerido este servicio.
- 9.- IOS:** No se ha requerido este servicio.
- 10.- SISTEMA:** N/A.
- 11.- SISTEMAS DE ADMINISTRACIÓN:** No se ha requerido este servicio.
- 12.- SISTEMA DE GESTIÓN:** No se ha requerido este servicio.
- 13.- REDES SOCIALES:** No se ha contratado ninguno puesto que se utilizan los servicios gratuitos de las mismas.

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DEL ESTADO DE COAHUILA

Agradeciendo las atenciones recibidas, quedo a sus órdenes para cualquier duda o comentario.

**C.P. ROSALÍO MEDINA MARTÍNEZ**  
**DIRECTOR DE ADMINISTRACIÓN Y FINANZAS DE LA**  
**SECRETARÍA EJECUTIVA DEL SISTEMA ANTICORRUPCIÓN DEL ESTADO**  
**DE COAHUILA DE ZARAGOZA**

c.c.p. Archivo

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<p>CONTRATO DE PRESTACIÓN DE SERVICIOS CELEBRADO ENTRE “<b>NUBOSOFT SERVICIOS, S.A. DE C.V.</b>”, EN LO SUCESIVO “<b>LA EMPRESA</b>” REPRESENTADA EN ESTE ACTO POR Santiago Jiménez Abad</p> <p>Y POR LA OTRA PARTE Secretaria Ejecutiva del Sistema Estatal Anticorrupción del Estado de Coahuila de Zaragoza, EN LO SUCESIVO “<b>EL CLIENTE</b>”, REPRESENTADA POR José Manuel Gil Navarro</p> <p>EN SU CALIDAD DE APODERADO LEGAL, SUJETÁNDOSE AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:</p>	<p>SERVICES AGREEMENT ENTERED BY AND BETWEEN “<b>NUBOSOFT SERVICIOS, S.A. DE C.V.</b>” HEREINAFTER “<b>THE COMPANY</b>” REPRESENTED BY Santiago Jiménez Abad</p> <p>AS ITS LEGAL REPRESENTATIVE, AND Secretaria Ejecutiva del Sistema Estatal Anticorrupción del Estado de Coahuila de Zaragoza REPRESENTED BY José Manuel Gil Navarro</p> <p>HEREINAFTER “<b>THE CLIENT</b>”, AS A LEGAL REPRESENTATIVE, BOTH PARTIES PURSUANT TO THE FOLLOWING RECITALS AND CLAUSES:</p>
<p style="text-align: center;"><b>DECLARACIONES</b></p> <p>I. “<b>LA EMPRESA</b>”, por conducto de su Representante legal, manifiesta que:</p> <ul style="list-style-type: none"> <li>A. Ser una persona moral constituida conforme a las leyes de los Estados Unidos Mexicanos, lo cual consta en la escritura pública número 24,871 de fecha 12 de octubre de 2011 otorgada ante la fe del Lic. Jesús Sandoval Pardo, Notario Público No. 33 del Estado de México, con plena capacidad legal para contratar y obligarse en los términos previstos en el presente contrato.</li> <li>B. Contar con las facultades legales necesarias para la celebración del presente contrato, las cuales no le han sido revocadas, limitadas o modificadas en forma alguna.</li> <li>C. Contar con los permisos para actuar como distribuidor autorizado de <b>GOOGLE, INC.</b> para comercializar diversos servicios y programas de computación, dentro de los cuales se encuentran los servicios señalados en la <b>CLAUSULA SEGUNDA</b> del presente contrato, tal y como consta en la autorización que se agrega al presente contrato como <b>ANEXO UNO</b>, el cual las partes lo reconocen como parte integrante del mismo.</li> <li>D. Es su voluntad celebrar el presente contrato, para brindar servicios relacionados con el producto <i>Google Cloud Plataform</i>, propiedad de <b>GOOGLE, INC.</b></li> </ul> <p>II. “<b>EL CLIENTE</b>” por conducto de su Apoderado Legal, manifiesta que:</p> <ul style="list-style-type: none"> <li>A. Ser una sociedad constituida de conformidad con las leyes de los Estados Unidos Mexicanos, con plena capacidad legal para contratar y obligarse en los términos previstos en el presente contrato.</li> <li>B. Que su representante cuenta con las facultades necesarias para la celebración del presente contrato, las cuales no le han sido revocadas, limitadas o modificadas en forma alguna.</li> <li>C. Es su voluntad celebrar el presente contrato y</li> </ul>	<p style="text-align: center;"><b>RECITALS</b></p> <p>I. “<b>THE COMPANY</b>”, through its legal representative, declares:</p> <ul style="list-style-type: none"> <li>A. It is a business corporation duly incorporated under the Mexican Laws, as evidenced in public deed number 24,871 dated as of October 12, 2011 before Mr. Jesus Sandoval Pardo, Public Notary Number 33 in Estate of Mexico, Mexico, who declares to have the legal capacity to contract and obligate the company in the terms of this contract.</li> <li>B. Its representative has the legal capacity and faculties to execute this Agreement, which have not been revoked, limited or amended in any way.</li> <li>C. To have all the permissions, requirements and authorizations to distribute and merchandise the <b>GOOGLE, INC.</b>, products, including several services and computing programs, as well as the services mentioned in the <b>SECOND CLAUSE</b>, as evidenced with the authorization added as <b>ANEX ONE</b>, recognized by both parties as a part of this agreement.</li> <li>D. To will in the execution of this agreement as a legal representative of “<b>THE COMPANY</b>”, in order to provide services related to the product <i>Google Cloud Platform</i>, property of <b>GOOGLE, INC.</b></li> </ul> <p>II. “<b>THE CLIENT</b>” through its Legal Representative, declares:</p> <ul style="list-style-type: none"> <li>A. It is a business corporation duly incorporated under the Mexican Laws, who declares to have the legal capacity to contract and obligate the company in the terms of this contract.</li> <li>B. Its representative has the legal capability to celebrate and execute this Agreement, capabilities that have not been revoked, limited or amended in any way.</li> </ul>

recibir los servicios ofrecidos por “LA EMPRESA”.

- III. **AMBAS PARTES**, habiendo declarado lo anterior, acuerdan celebrar el presente contrato, sujetándose al tenor de las siguientes:

### CLÁUSULAS

**PRIMERA. OBJETO.** En virtud del presente contrato “LA EMPRESA” dará el servicio a “EL CLIENTE” consistente en el producto “Google Cloud Platform” como parte de la comercialización a la cual tiene derecho en su carácter de distribuidor autorizado de **GOOGLE, INC.**

**SEGUNDA. TÉRMINO DEL CONTRATO.** El presente contrato no se encuentra sujeto a un plazo forzoso, pudiendo dar por terminado el mismo cualquiera de las partes con una notificación de 30 (treinta) días naturales. Durante dicho término, los servicios de la plataforma que continúe utilizando “EL CLIENTE”, será facturado por “LA EMPRESA” al concluir los 30 días antes referidos.

Las partes acuerdan que el correcto funcionamiento del servicio de la plataforma es responsabilidad de **GOOGLE, INC.**, siendo “LA EMPRESA” un distribuidor autorizado para su comercialización y servicios de soporte, por lo que en caso de cualquier eventualidad, será **GOOGLE, INC.**, la que responda a “EL CLIENTE”.

**TERCERA. PRODUCTOS DE LA PLATAFORMA.** “LA EMPRESA”, cobrará el total de los servicios utilizados por “EL CLIENTE” en Google Cloud Platform, a través de los siguientes productos:

Compute Engine; App Engine; Container Engine; Container Registry; Cloud Functions (Alpha); Cloud Storage; Cloud SQL; Cloud Bigtable; Cloud Datastore; Persistent Disk; Cloud Virtual Network; Cloud Load Balancing; Cloud CDN; Cloud InterConnect; Cloud DNS (Domain Name System); Big Query; Cloud Dataflow; Cloud Dataproc; Cloud Datalab; Cloud Pub/Sub; Genomics; Cloud Machine Learning Services (Beta); Jobs API (Alpha); Natural Language API; Speech API (Beta); Translation API; Vision API; Stackdriver Overview; Monitoring; Logging; Error Reporting; Trace; Debugger; Deployment Manager; Cloud Endpoints; Cloud Console; Cloud Shell; Cloud Mobile App; Billing API; Cloud APIs; Cloud SDK; Deployment Manager; Cloud Source Repositories (Beta); Cloud Tools for Android Studio; Cloud Tools for Intelli J; Cloud Tools for PowerShell; Cloud Tools for Visual Studio; Google Plugin for Eclipse; Cloud Test Lab; Cloud IAM (Identity & Access Management); Cloud Resource Manager; Cloud Security Scanner; Cloud Platform Security Overview;

Adicionalmente al resultado de la facturación que se genere por el uso de la plataforma, “LA EMPRESA” **cobrá un 15% (quince por ciento) adicional** por concepto de soporte y consultoría en el uso de la plataforma.

**CUARTA. SOPORTE.** El soporte que “LA EMPRESA” está

- C. That it's the will of their representative, to celebrate this agreement and receive the services offered by “THE COMPANY”.

- III. Once **THE PARTIES** declared their recitals, provide to celebrate this agreement, pursuant to the following:

### CLAUSES

**FIRST. PURPOSE.** According to the terms and conditions in this agreement, “THE COMPANY” will provide to “THE CLIENT” the services contained in the product “Google Cloud Platform”, as an entitled and authorized distributor of **GOOGLE, INC.**

**SECOND. DURATION OF THE AGREEMENT.** This agreement is not be obligatory to a strict duration, however, it can be terminated by any party with a prior 30 (thirty) natural day notice. During the 30 day term, the services of the Platform which “THE CLIENT” uses will be billed by “THE COMPANY” once concluded the 30 day term.

Both parties provide that the correct functioning of the services of the platform is a sole responsibility of **GOOGLE, INC.**, while “THE COMPANY” is an authorized merchandiser, who only may provide support services. Therefore, for any major eventuality, **GOOGLE, INC.**, shall be responsible for any malfunction before “THE CLIENT”.

**THIRD. SERVICES OF THE PLATFORM.** “THE COMPANY”, will bill monthly the total amount of the services used by “THE CLIENT” in the Google Cloud Platform, through the following products:

Compute Engine; App Engine; Container Engine; Container Registry; Cloud Functions (Alpha); Cloud Storage; Cloud SQL; Cloud Bigtable; Cloud Datastore; Persistent Disk; Cloud Virtual Network; Cloud Load Balancing; Cloud CDN; Cloud InterConnect; Cloud DNS (Domain Name System); Big Query; Cloud Dataflow; Cloud Dataproc; Cloud Datalab; Cloud Pub/Sub; Genomics; Cloud Machine Learning Services (Beta); Jobs API (Alpha); Natural Language API; Speech API (Beta); Translation API; Vision API; Stackdriver Overview; Monitoring; Logging; Error Reporting; Trace; Debugger; Deployment Manager; Cloud Endpoints; Cloud Console; Cloud Shell; Cloud Mobile App; Billing API; Cloud APIs; Cloud SDK; Deployment Manager; Cloud Source Repositories (Beta); Cloud Tools for Android Studio; Cloud Tools for Intelli J; Cloud Tools for PowerShell; Cloud Tools for Visual Studio; Google Plugin for Eclipse; Cloud Test Lab; Cloud IAM (Identity & Access Management); Cloud Resource Manager; Cloud Security Scanner; Cloud Platform Security Overview;

obligado a otorgar a “**EL CLIENTE**”, consiste en soporte 24 (veinticuatro horas) los 7 (siete) días de la semana, incluyendo asesoría y soporte en línea, vía telefónica y correo, comprendiendo todo lo relacionado con el uso de la plataforma Google Cloud Platform.

El soporte que “**LA EMPRESA**” otorga **NO COMPRENDERÁ** el soporte en lo que a (i) aplicativos, (ii) bases de datos y (iii) código que “**EL CLIENTE**” tenga alojados dentro de la plataforma y que utilice como parte de su operación empleando un sistema ajeno a aquellas funciones y servicios que se describen en la **CLÁUSULA TERCERA** del presente contrato.

De igual manera, “**LA EMPRESA**” no será responsable de la migración que “**EL CLIENTE**” desee realizar respecto a información que tenga en diversa plataforma a Google Cloud Platform.

**QUINTA. CONFIDENCIALIDAD.** Para efectos de este contrato se considerará como “Información Confidencial”: los términos y condiciones del mismo, así como cualquier información conocida, recibida o revelada entre las partes, habiéndose hecho tal divulgación a través de cualquiera de sus empleados, asesores, socios, o sociedades filiales o relacionadas, ya sea de manera verbal, en imágenes o por escrito, como consecuencia o en relación con la ejecución del presente. De manera enunciativa, más no limitativa se considera Información Confidencial: tarifas, cotizaciones, nombres de clientes y prospectos de clientes, información financiera, fórmulas de negocios, compilaciones o registros, información relativa a investigaciones, registros de desarrollo de proyectos o investigaciones, códigos fuente y código objeto de programas de computación, entre otros. Toda la información y documentación que sea proporcionada y/o a la que tengan acceso las partes tiene carácter confidencial, significando dicha información una ventaja competitiva y económica frente a terceros en la realización de actividades económicas, ya que en la misma se señalan la naturaleza, las características, las finalidades y los medios o formas de comercialización y prestación de los servicios y productos de las partes.

Respecto de la Información Confidencial, las partes se obligan a: (i) No revelar, divulgar o publicar la Información Confidencial a ningún tercero, ni usar en beneficio propio o de terceros dicha Información Confidencial, comprendiendo empresas que presten los mismos o similares servicios que los proporcionados por ellas; (ii) Mantener la Información Confidencial bajo el mismo nivel de cuidado que le aplicarían a su propia Información Confidencial, nunca debiendo ser el nivel de cuidado aplicado, menor a los estándares comunes de tutela de Información Confidencial; (iii) Utilizar la Información Confidencial única y exclusivamente en la medida necesaria para la ejecución del presente.

Las obligaciones antes referidas no serán aplicables respecto de la información que:

- a. Fuera del dominio público al momento de

Additionally to the billing results from the use of the Platform, “**THE COMPANY**” **will charge an additional 15% (fifteen percent)** for support and consulting fee for the use of the Platform.

**FOURTH. SUPPORT.** The support that “**THE COMPANY**” shall give to “**THE CLIENT**”, consists in support 24 (twenty four) hours, 7 (seven) days a week, including online, email and telephone help and assistance, including all what has to do with the use of Google Cloud Platform.

The support that “**THE COMPANY**” shall provide, **DOES NOT INCLUDE** the support of (i) aplicativos, (ii) data base and (iii) code that “**THE CLIENT**” may lodge in the Platform and which uses as a part of the client’s operation, through an isolated system to the functions and services described in the **THIRD CLAUSE** of this agreement.

Likewise, “**THE COMPANY**” shall not be responsible for the migration process that “**THE CLIENT**” intent regarding certain information that may have in other platform than Google Cloud Platform.

**FIFTH. CONFIDENTIALITY.** For this agreement purposes, certain information shall be considered as “Confidential Information”: the terms and conditions, likewise any known information, received or disclosed between the parties, through any employee, counsels, partners or affiliate or related companies, through verbal, image data or written, as a consequence or related to the execution or enforceability of this agreement. For this agreement purposes, the confidential information means (mentioning but not limited to) costs, client’s names, prospects of clients, financial information, business formulas, compilations or registers, relative information to research, project development research, code font, and computer program code object, among others. All the information and documentation provided and/or which the parties may have access, shall be treated as confidential, since this means a competitive and economic advantage against any third party in the realization of business activities, since there are specific ways of merchandising described, including characteristics, outcome, nature, of the ways of rendering the services and products of this agreement.

Regarding the Confidential Information, both parties provide to: (i) not to disclose, reveal or publish the Confidential Information to any third party, nor using in their own advantage or any third party the Confidential Information, understanding companies that have the same corporate scope or render similar or equal services as them; (ii) Keep safe the Confidential Information, treating it as they would with their own Confidential Information, using at least a level of care and protection to the Confidential Information Guardianship; (iii) Use the Confidential Information solely and exclusively in the necessary measure for the execution and enforceability of this agreement.

The obligations acquired in this clause are not applicable to

<p>recibirla de su contraparte, o que pasará a serlo sin infringir alguna de las obligaciones aquí establecidas.</p> <ul style="list-style-type: none"><li>b. Fuera conocida y pueda ser demostrado que ha sido conocida por una de ellas al momento de recibirla de la otra y que no fue adquirida directa o indirectamente de la primera sobre una base de confidencialidad.</li><li>c. Llegue a ser del conocimiento de cualquiera de las partes sobre una base de no confidencialidad, a través de una tercera fuente cuya adquisición y revelación fue enteramente independiente del que la entregó, sin infracción de ninguna de las obligaciones aquí establecidas.</li><li>d. Su revelación sea aprobada por escrito por la parte que la emitió.</li><li>e. Sea revelada en virtud de mandamiento de Autoridad competente o dentro de un procedimiento judicial o administrativo en el que cualquiera de las partes participe. No obstante lo anterior, en el caso de que cualquiera de las partes sea requerida legalmente a revelar la información proporcionada por la otra sobre una base de confidencialidad, la receptora deberá a la brevedad posible notificar de tal situación a su contraparte, para que esta última pueda interponer aquellas acciones legales que procedan de conformidad con la legislación aplicable, para efecto de proteger la confidencialidad de dicha información, lo anterior en el entendido de que las partes se brindarán todo el apoyo y ayuda necesarios dentro de sus posibilidades para lograr tal fin, inclusive en lo relativo a ejercer en forma directa todas aquellas acciones y excepciones legales que se encaminen a salvaguardar los intereses de la parte afectada.</li></ul> <p>Las partes acuerdan guardar absoluta confidencialidad respecto al presente Contrato, así como respecto de la información y documentación que entre ellas se proporcionen o a la que tengan acceso con motivo de la celebración y ejecución del presente contrato, no pudiendo revelar dicha información o documentación a ningún tercero, ni a usarla en beneficio propio o de terceros, salvo para los fines previstos en este contrato.</p> <p><b>SIXTA. TÉRMINOS Y CONDICIONES COMERCIALES.</b> Para efectos del presente, las partes están de acuerdo en que los precios y tarifas de los productos y servicios que contiene la plataforma, son determinados por <b>GOOGLE, INC.</b>, de conformidad con el uso que se realice por parte de "El</p>	<p>the information:</p> <ul style="list-style-type: none"><li>a. Which is in the public domain at the moment of disclosing it from any of the parties, or that shall pass to the public domain with no violation of the rules contained in this agreement.</li><li>b. That was known and may be proved the acknowledgement prior to the moment of disclose by any party, if such disclose was not covered under confidentiality.</li><li>c. May be acknowledged by any of the parties under a non-confidentiality base, through a third source which acquisition and reveal was entirely independent of the party who disclose it under violation of any obligation mentioned in this agreement.</li><li>d. Its revelation shall be approved under written consent by the party who emitted such approval.</li><li>e. Shall be revealed under an Authority request or in any judicial or administrative in which any of the parties may be a part. Nevertheless, in case of any party may be legally required to reveal the Confidential Information, the disclosing party shall notify immediately, in order to file any legal action or procedure that may proceed to protect the Confidential Information, showing good faith to cooperate, in the understood that the parties shall support each other with full resources, including enforcing and filing any legal actions in order to protect the interests of the affected party.</li></ul> <p>Both Parties provide to keep the absolute confidentiality pursuant the Agreement, likewise the documents and information shared between the parties or to which may have access as a consequence of the execution of this agreement, understanding the prohibition of reveling any information or documentation to any third party, nor using it for a personal advantage, except the instances mentioned above.</p> <p><b>SIXTH. COMMERCIAL TERMS AND CONDITIONS</b> For this</p>
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**CLIENTE**", desglosando mensualmente el importe de los servicios de la plataforma que fueron utilizados y el monto que se deriva de los mismos.

Los precios NO incluyen los impuestos locales y de valor agregado para la República Mexicana (16%).

Los cargos se harán en USD (Dólar de los Estados Unidos de América) y el tipo de cambio que se tomará será el tipo de cambio interbancario que se establezca el día que se emita la factura.

"**LA EMPRESA**" emitirá un documento fiscal válido en donde se contenga el desglose de los cargos realizados por los servicios recibidos, de manera que el cliente pueda pagar dentro de los siguientes 30 (treinta) días naturales.

La facturación concluirá por mes calendario, esto es, en caso que los servicios prestados por "**LA COMPAÑÍA**" comiencen en día diverso al día 1 (uno) de cada mes, se facturarán los servicios prestados al día último de cada mes, comenzando la siguiente facturación el día 1 (uno) de cada mes y concluyendo el día último.

El pago se realizará a cualquiera de las cuentas siguientes:

Banco: [REDACTED]  
Beneficiario: NUBOSOFT SERVICIOS, S.A. DE C.V.  
Número de Cuenta: [REDACTED]  
CLABE: [REDACTED]  
Moneda: MXN (Pesos Mexicanos)

Todos las demás condiciones y términos que se generen posteriores a este Contrato se agregaran en el Anexo correspondiente, mismo que será parte integrante del presente del Contrato una vez firmado por las partes.

**SÉPTIMA. CAUSAS DE RESCISIÓN.** Para efectos de este contrato se considerarán causas de rescisión, las siguientes:

- I. La conclusión de la autorización de **GOOGLE, INC.**, a "**LA EMPRESA**" para comercializar los servicios de la plataforma.
- II. La falta de pago en tiempo y forma de la factura enviada a "**EL CLIENTE**" dentro del plazo acordado para el pago, salvo pacto en contrario entre las partes.
- III. La falta de cumplimiento por parte de "**EL CLIENTE**" o "**LA EMPRESA**" en cualquiera de las obligaciones consignadas a su cargo en relación con el funcionamiento de los servicios de la plataforma.

**OCTAVA. NOTIFICACIONES.** Todos los avisos y/o notificaciones que las partes deban darse conforme a este Contrato se realizarán mediante la firma electrónica que el representante legal de ambas partes realice mediante la plataforma denominada **DOCUSIGN**, misma que hará las veces de firma autógrafa y en consecuencia, de entera conformidad.

agreement purposes, the parties provide that the charges for using the platform, is determined by **GOOGLE, INC.**, according to the use that "**THE CLIENT**" shall do. "**THE CLIENT**" will receive from "**THE COMPANY**" a monthly breakdown of the platform services which were used, including the amounts charged as a consequence.

Prices and charges does not include local taxes as the Value Added Tax (VAT) applicable to Mexican Republic (16%).

The billing charges will be made in USD (United States Dollars) and the exchange rate will be the interbank exchange rate in the day the bill is issued.

"**THE COMPANY**" will bill monthly the charges through a valid tax receipt, so the client may pay the services, within the following 30 (thirty) natural days.

Billing will conclude by month as appears in calendar, this means that in case that the services rendered by "**THE COMPANY**" starts after day 1 (one), the billed services will comprehend the total between the day of start until the last day of the month, starting the following billing in the first day of the following month and concluding the last.

The payment shall be done to the following account;



Bank: [REDACTED]  
Cardholder: NUBOSOFT SERVICIOS, S.A. DE C.V.  
Account Number: [REDACTED]  
CLABE: [REDACTED]  
Currency: MXN (Mexican Pesos)  
Eliminado: Cuenta Bancaria.  
Fundamento: Artículo 3 fracción I, 68 y 69 de la Ley de Acceso a la Información Pública para el Estado de Coahuila de Zaragoza.

Every amendment or additional agreement to this agreement shall be added as an Annex, which shall be a part of this agreement, once executed by the parties.

**SEVENTH. BREACH CAUSES.** For this agreement purposes, the following will be considered as a cause for breach:

- I. The termination of the authorization of **GOOGLE, INC.**, to merchandise the platform services to "**THE COMPANY**";
- II. Failure from "**THE CLIENT**" to pay the bill within the term provided, unless a further agreement existed between the parties.
- III. Lack of perform the duties of this agreement by any of the parties regarding the obligations determined to their charge relating the functioning of the services of the platform.

**EIGHTH. COMMUNICATIONS.** Every notice that the parties may do to the other part pursuant this agreement, shall be made through the electronic signature that the legal representative perform under the platform named **DOCUSIGN**, which will cover as an autograph signature and as

<p>Se establece que cada una de las partes tendrán la siguiente dirección de correo electrónico para notificaciones mediante el sistema DOCUSIGN:</p> <ul style="list-style-type: none"><li>• <b>"LA EMPRESA"</b> santiago@nubosoft.com</li><li>• <b>"EL CLIENTE".-</b> manuel.gil@seacoahuila.org.mx</li></ul> <p>Todo cambio de dirección de correo deberá ser comunicado a la contraparte que corresponda de la misma manera, surtiendo efectos al momento de recibir dicha notificación.</p> <p><b>NOVENA. JURISDICCIÓN.</b> Para todo lo relativo a la interpretación, ejecución y cumplimiento del presente Contrato, las partes se someten a lo establecido en el Código de Comercio y demás leyes aplicables y a la jurisdicción de los tribunales competentes de la Ciudad de México, Distrito Federal y expresamente renuncian a cualquier otro fuero presente o futuro que pudiese corresponderles en razón de sus domicilios o por el de la ubicación de sus bienes o por cualquier otra causa.</p> <p>Conformes con lo anterior, las partes firman el presente Contrato de conformidad en la Ciudad de México, en fecha 05/08/2019</p>	<p>a consequence, full agreement and understanding of each of the parties. Each of the parties, will have the following email address in order to receive notices through the DOCUSIGN system:</p> <ul style="list-style-type: none"><li>• <b>"THE COMPANY"</b> santiago@nubosoft.com</li><li>• <b>"THE CLIENT".-</b> manuel.gil@seacoahuila.org.mx</li></ul> <p><b>NINETH. APPLICABLE LAW AND JURISDICTION.</b> Both parties provide that for anything not foreseen in this Agreement, the provisions established in the Commerce Code and the Civil Code for the Federal District in force shall be applied, regarding everything not opposed to the expressly provided herein.</p> <p>Once this Agreement by the parties to covenant accordingly, sign it in mutual agreement in Mexico City, as of 05/08/2019</p>
<p style="text-align: center;"><b>"LA EMPRESA"</b> <b>"THE COMPANY"</b></p> <p style="text-align: center;">Nubosoft Servicios S.A. de C.V.</p> <p style="text-align: center;">Santiago Jiménez Abad</p> <p>DocuSigned by: </p>	<p style="text-align: center;"><b>"EL CLIENTE"</b> <b>"THE CLIENT"</b></p> <p style="text-align: center;">Secretaria Ejecutiva del Sistema Estatal Anticorrupcion José Manuel Gil Navarro</p> <p>DocuSigned by:  Eliminado: Firma. Fundamento: Artículo 3 fracción I, 68 y 69 de la Ley de Acceso a la Información Pública para el Estado de Coahuila de Zaragoza.</p>

## Anexo I / Anex I Google for Work Cloud Product Schedule Amendment

Contract ID: 397098

### Google for Work Cloud Product Schedule Amendment

This Cloud Product Schedule Amendment (“Product Schedule”) is entered into between the parties listed in the signature block below and amends the Google for Work & Google for Education Commercial Partner Program Agreement entered into between the parties (the “Agreement”). The Product Schedule is effective on the last signature date below (“Schedule Effective Date”). This Product Schedule amends the Agreement solely with respect to the Products identified in this Product

Schedule. Any capitalized terms not defined in this Product Schedule will have the meaning given to them in the Agreement. If Google and Partner have previously entered into a Cloud Product Schedule Amendment, that amendment will terminate and be replaced by this Product Schedule.

#### 1. Provision of Services.

- a. Service Level Agreements. Google will provide the Services in accordance with the applicable SLA (if any).
- b. New Applications and Services. Google may: (i) make new applications, tools, features or functionality available through the Services and (ii) add new services to the “Services” definition (by adding them at the URL under that definition), the use of which may be contingent upon Partner’s (and/or Customers’) agreement to additional terms.
- c. Modifications.
  - i. To the Services. Google may make commercially reasonable updates to the Services from time to time. If Google makes a material change to the Services, Google will make commercially reasonable efforts to inform Partner.
  - ii. To the URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Partner.
- d. Third Party Components. The Services may contain third party components (including open source software) subject to separate license agreements. To the limited extent a third party license expressly supersedes this Product Schedule, that third party license governs Customers’ use of that third party component.

#### 2. Certain Partner Responsibilities.

- a. Account-Related Activities. As between Partner and Google, Partner is solely responsible for ongoing account-related activities including billing and collecting fees from all Customers.
- b. Projects and Applications. Partner will create separate Project(s) for each Customer and may allow Customers to create Projects. A single Project may not be used by or for multiple Customers (except as part of the Integrated Solution). Partner will ensure that each Application has material value independent from the Services.
- c. Customer Report. Within two weeks after the date of each Google invoice under this Product Schedule, Partner will provide Google with a Services usage report for each Customer for the invoiced period, including: (i) Customer company name, (ii) brief description of the Customer’s Project, (iii) Project IDs associated with each

Customer, (iv) country of Customer headquarters and postal code, (v) Customer employee count, and (vi) Customer deployment region.

**d. Accounts and Tokens.**

- i. Partner must have an Account and a Token (if applicable) to use the Services, and is responsible for the information it provides to create the Account, the security of the Token or its passwords for the Account, and for any use of its Account or the Token. If Partner becomes aware of any unauthorized use of its password, its Account or the Token, Partner will notify Google as promptly as possible.
- ii. Google has no obligation to provide multiple bills, Tokens (if applicable), or Accounts to Partner under the Product Schedule.

**e. Compliance.** Partner is responsible for any violations of the AUP, the Service Specific Terms, or Section 2(g) (Restrictions), in each case caused by Partner, its Customers (and Partner End Users), Partner Data, Applications, or Projects. Google reserves the right to review the Partner Data, Applications, and Projects for compliance with the AUP.

**f. Documentation.** Google will provide Partner with Documentation. The Documentation may specify restrictions on how the Applications may be built or how the Services may be used and Partner will ensure that Partner and its Customers, comply with such restrictions.

**g. Restrictions.**

- i. Partner will not, and will not allow any third parties under its control or Customers to: (i) use the Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (ii) create multiple Applications, Accounts or Projects to simulate or act as a single Application, Account or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring fees; (iii) process or store any Partner Data that is subject to the International Traffic in Arms Regulations maintained by the US Department of State; or (iv) unless otherwise permitted in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows Partner End Users to place calls or to receive calls from any public switched telephone network.
- ii. Unless otherwise specified in writing by Google, Google does not intend uses of the Services to create obligations under HIPAA, and makes no representations that the Services satisfy HIPAA requirements. If Partner is (or becomes) a Covered Entity or Business Associate, as defined in HIPAA, Partner agrees not to use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Partner has received prior written consent to such use from Google. As between the parties, Partner is solely responsible for any applicable compliance with HIPAA.

**3. Privacy:**

**a. Data Processing and Security Terms.** The Data Processing and Security Terms will apply. Subject to Section 3(b), Google may change the Data Processing and Security Terms from time to time by notifying Customer in writing.

**b. Updates to Data Processing and Security Terms.** Google may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order or guidance

issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:

- i. is commercially reasonable;
- ii. does not result in a degradation of the overall security of the Services; iii. does not expand the scope of or remove any restrictions on Google's processing of Partner Personal Data, as described in Section 5.2 (Scope of Processing) of the Data Processing and Security Terms; and
- iv. does not otherwise have a material adverse impact on Partner's rights under the Data Processing and Security Terms.

**c. Processing of Customer's data.** Partner agrees that, unless otherwise agreed in an applicable Customer Agreement: (i) its obligations set out in Section 2.8 of the Agreement (Processing personal data on Customers' behalf) with respect to personal data processed by Partner on a Customer's behalf will apply to all Customers' data; and (ii) it will not disclose Customers' data except to employees, agents and contractors who need to know it.

**d. Consent to Processing.** Partner will, and will ensure that Customer will, obtain and maintain any required consents necessary to permit the processing of Partner Data under this Agreement.

#### **4. Partner Data; Feedback**

**a. Use of Partner Data.** Google will not access or use Partner Data, except as necessary to provide the Services to Partner and its Customers.

**b. Services Feedback.** If Partner provides Feedback to Google, then Google may use that information without obligation to Partner, and Partner irrevocably assigns to Google all right, title, and interest in the Feedback.

#### **5. Partner Suspension of Services**

**a. Suspension/Removals.** If Partner becomes aware that any Application, Project, or Partner Data violates the AUP, Partner will immediately suspend the Application, Project, or Customer's access and/or remove the relevant Partner Data or (as applicable). If Partner fails to suspend or remove as noted in the prior sentence, Google may specifically request that Partner do so. If Partner fails to comply with Google's request to do so, then Google may suspend the Partner's or applicable Customers' Google accounts, disable the Project or Application, or disable the Account (as may be applicable) until the AUP violation is corrected.

**b. Emergency Security Issues.** Despite the foregoing, if there is an Emergency Security Issue, then Google may automatically suspend the offending Customer account, Application, Project, or the Account. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or resolve the Emergency Security Issue. If Google suspends a Customer, Application, Project, or the Account, for any reason, without prior notice to Partner, then at Partner's request, Google will provide Partner the reason for the suspension as soon as reasonably possible.

**6. Customer Agreements.** The Customer Agreement will include (a) the Service Specific Terms, (b) an acknowledgement from the Customer that Partner and Google are independent contractors and Partner is not Google's agent or partner or in a joint venture with Google, and (c) a statement confirming that Partner and Google are processors of any personal data processed by them on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive. Partner will disclaim, to the extent permitted by applicable law: (i) Google's liability for any damages, whether direct, indirect, incidental or consequential, arising from Partner's distribution and resale of the Services to Customer; and (ii) all

warranties with respect to the Services on behalf of Google, including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

**7. Pricing and Payment Terms.**

- a. Usage and Invoicing. Google will invoice Partner on a monthly basis for all Fees accrued at the end of the then-current month consolidated across all Projects under Partner's Account. Fees are solely based on Google's measurements of use of the Services under Partner's Account and Google's determination is final.
- b. Payment. Partner's obligation to pay all Fees is non-cancellable (and not conditional on Partner collecting payment from its Customers). Google will invoice Partner monthly in arrears. All payments due are in US dollars or, if different, in the currency indicated on the invoice. Payments must be made in accordance with the instructions in the invoice. Section 8.1(a) of the Agreement does not apply to this Product Schedule.

**8. DMCA Policy.** Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally or not without their input. Google responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process in the U.S. Digital Millennium Copyright Act. If Partner thinks somebody is violating Partner's or its Customers' copyrights and wants to notify Google, Partner can find information about submitting notices, and Google's policy about responding to notices at <http://www.google.com/dmca.html>.

**9. Technical Support Services.** Section 5.3 of the Agreement is replaced with the following: Partner is responsible for providing technical support to its Customers. For the purposes of this Product Schedule, references to "Customer" in the TSS Guidelines applicable to the Services means Partner.

**10. Deprecation Policy.**

- a. Google may discontinue any Services or any portion or feature of the Services for any reason at any time without liability to Partner.
- b. Notwithstanding Section 10(a), if Google intends to discontinue or make backwards incompatible changes to those Services that are specified at <https://cloud.google.com/cloud/terms/deprecation> ("Deprecation URL"), Google will announce such change or discontinuance and will use commercially reasonable efforts to continue to operate those versions and features of those Services identified at the Deprecation URL without these changes for at least one year after that announcement, unless (as Google determines in its reasonable good faith judgment):
- i. required by law or third party relationship (including if there is a change in applicable law or relationship), or
  - ii. doing so could create a security risk or substantial economic or material technical burden.
- c. The above policy in Section 10(b) is the "Deprecation Policy".

**11. Indemnification.** In addition to the Indemnification Obligations in Section 15.2 of the Agreement, unless prohibited by applicable law, Partner will defend and indemnify Google and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (i) any Integrated Solution, Application, Project, Instance, Partner Data, or Partner Brand Features; or (ii) Partner's or its Customer's, use of the Services in violation of the AUP.

**12. Product Schedule Term and Termination.**

- a. Term. Subject to Partner's payment of Fees, the Initial Term will start on the Schedule Effective Date and continue for a period of 12 months, unless terminated earlier in accordance with this Product Schedule.

b. Auto Renewal. At the end of the Initial Term and each anniversary of the Initial Term, the Product Schedule will automatically renew for a successive twelve month period unless either party gives 30 days written notice of its intent not to renew (each 12-month period a “Renewal Term”).

c. Termination for Breach. Either party may suspend or terminate this Product Schedule for breach if: (i) the other party is in material breach of the Product Schedule and fails to cure that breach within 30 days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (iii) the other party is in material breach of this Product Schedule more than two times notwithstanding any cure of such breaches. If Google becomes aware of Partner soliciting, accepting, or maintaining any Customer that engages in illegal or deceptive trade practices or any other behavior prohibited by this Product Schedule, Google may terminate Services for that particular Customer in addition to terminating this Product Schedule for breach pursuant to this Section 12(c)

d. Termination Due to Applicable Law. Google may terminate this Product Schedule immediately upon written notice if Google (i) reasonably determines that it is impracticable to continue providing the Service(s) in light of applicable laws, or (ii) believes, in good faith, that Partner has violated or caused Google to violate any Anti-Bribery Laws.

e. Termination for Convenience. Either party may terminate this Product Schedule upon 30 days’ prior written notice.

f. Effect of Termination. If the Product Schedule expires or is terminated, then: (i) the rights granted by one party to the other will cease; (ii) all Fees owed by Partner to Google are immediately due upon receipt of the final invoice; (iii) Partner will delete the Software, any Application or Project, and Partner Data; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy the other party’s Confidential Information.

**13. Federal Agency Users.** The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the Federal Acquisition Regulations (“FAR”) and agency supplements to the FAR.

**14. Survival.** Section 4(b) (Feedback) and Section 16 (Definitions) will survive termination or expiration of this Product Schedule.

**15. Changes from the Agreement.**

a. Definitions. For the purposes of this Schedule, all references in the Agreement to: (i) “Customer” and “Territory” will have the meanings in Section 16; and (ii) “End User” mean Partner End User.

b. Order Forms; Order Fulfillment and Special Terms.

i. Section 7 of the Agreement does not apply to this Product Schedule.

ii. All references to Order Forms in the Agreement do not apply with respect to this Product Schedule.

c. Payment Plan. All references to Payment Plans in the Agreement do not apply with respect to this Product Schedule.

d. Partner Console. All references to Partner Console in the Agreement do not apply with respect to this Product Schedule.

**16. Definitions**

“Acceptable Use Policy” or “AUP” means the acceptable use policy for the Services: <https://cloud.google.com/cloud/terms/aup>. For the purposes of the Agreement, references to “Customer” in the AUP means Partner.

“Account” means Partner’s Google Cloud Platform account, subject to those terms of service, as may be applicable.

“Application(s)” means any web application Partner or Customer creates using the Services, including any source code written by Partner or Customer to be used with the Services.

“Customer” means the entity to whom Partner sells the Services.

“Data Processing and Security Terms” means the terms set out in Attachment 1 (including its Appendices) to this Product Schedule.

“Discount” means the applicable discount in the Program Guide. No Discount will apply to third party offerings available under a separate Google Cloud Platform SKU.

“Documentation” means the Google documentation (as may be updated) in the form generally made available by Google to its customers for use with the Services, including the following: (a) Google App Engine: <https://cloud.google.com/appengine/>; (b) Google Cloud SQL: <https://cloud.google.com/cloud-sql/>; (c) Google Cloud Storage: <https://cloud.google.com/storage/>; (d) Google Prediction API: <https://cloud.google.com/prediction/>; (e) Google BigQuery Service: <https://cloud.google.com/bigquery/>; (f) Google Compute Engine: <https://cloud.google.com/compute/>; (g) Google Translate API v2: <https://cloud.google.com/translate/>; and (h) Google Cloud Datastore: <https://cloud.google.com/datastore/>.

“Emergency Security Issue” means either: (a) Partner’s, Customer’s or Partner End Users’ use of the Services in violation of the AUP, which could disrupt: (i) the Services; (ii) third parties’ use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“Feedback” means feedback or suggestions about the Services provided to Google by Customer.

“Fees” means (a) the applicable fees set forth at <http://cloud.google.com/skus>, for each Service less the applicable Discount, and TSS, and (b) any applicable Taxes.

“Integrated Solution” means Partner’s commercial product or service offering that integrates with the Service(s).

“Partner Data” means content provided to Google by Partner (or at its direction) via the Services under the Account.

“Partner End Users” means the individuals whom Partner or Customer permits to use the Services, Application, or Project.

“Products” also referred to as “Services” means the Google Cloud Platform services (including any associated APIs) listed at <https://cloud.google.com/cloud/services> (or such other URL as Google may provide).

“Project” means a grouping of computing, storage, and API resources for Partner or Customer, through which Partner or Customer may use the Services. Projects are more fully described in the Documentation.

“Service Specific Terms” means the terms that are specific to each Service at <https://cloud.google.com/cloud/terms/service-terms>. For the purposes of this Product Schedule, the term “Reseller” in the Service Specific Terms means “Partner”.



“SLA” means the Service Level Agreement at the following URLs (or such other URL as Google may provide): (a) Google App Engine: <https://cloud.google.com/appengine/sla>; (b) Google Cloud SQL: <https://cloud.google.com/cloud-sql/sla>; (c) Google Cloud Storage: <https://cloud.google.com/storage/sla>; (d) Google Prediction API: <https://cloud.google.com/prediction/sla>; (e) Google BigQuery Service: <https://cloud.google.com/bigquery/sla>; (f) Google Compute Engine: <https://cloud.google.com/compute/sla>; (g) VPN: <https://cloud.google.com/vpn/sla>; (h) Google Cloud DNS: <https://cloud.google.com/dns/sla>; and (i) Google Cloud Datastore: <https://cloud.google.com/datastore/sla>.

“Software” means any downloadable tools, software development kits, or other proprietary computer software provided by Google in connection with the Services, that may be downloaded by Partner or Customer, and any updates Google may make to such Software from time to time.

“Territory” means (a) the territory on the Partner Registration Form when Partner resells the Service(s) solely as integrated in Partner’s Integrated Solution, or (b) the countries included on the Territory List that are within the region on the Partner

Registration Form when Partner resells the Service(s) stand-alone or separately from the Integrated Solution.

“Territory List” means the list of countries at <https://cloud.google.com/cloud-sales-list>. “Token” means an alphanumeric

key uniquely associated with Partner’s Account.

“URL Terms” means the following URL terms: AUP, Services, Fees, SLA, Service Specific Terms and Partner TSS Guidelines.

**By signing below, each represents: (a) that it has full power and authority to enter into this Product Schedule; and (b) this Product Schedule has been duly executed and delivered and is the valid and binding obligation of such party, enforceable in accordance with its terms.**

**The parties have executed this Product Schedule by persons duly authorized as of the Effective Date.**

**Partner: Nubosoft Servicios S.A de C.V**

DocuSigned by:  
By: [Redacted Signature]

**Name:** Rodrigo Giles Salgado  
**Title:** Director  
**Date:** 22-nov.-2016

Eliminado: Firma.  
Fundamento: Artículo 3 fracción I, 68 y 69 de la Ley de Acceso a la Información Pública para el Estado de Coahuila de Zaragoza.

**Google:**

DocuSigned by:  
By: [Redacted Signature]  
6732450BFBA349A...

**Name:** Philipp Schindler  
**Title:** Authorized Signatory  
**Date:** 23-Nov-2016

**Attachment 1 - Data Processing and Security Terms**

**1. Introduction**

These Data Processing and Security Terms, including the Appendices (collectively,

the “Terms”) supplement the Agreement. These Terms reflect the parties’ agreement with respect to terms governing the processing of Partner Personal Data under the Agreement.

## **2. Definitions**

2.1 In these Terms, unless expressly stated otherwise:

Additional Products means products, services and applications (whether made available by Google or a third party) that are not part of the Services, but that may be accessible via the Admin Console or otherwise, for use with the Services.

Alternative Transfer Solution means any solution, other than the Model Contract Clauses, that ensures an adequate level of protection of personal data in a third country within the meaning of Article 25 of the Directive

Data Incident means (a) any unlawful access to Partner Data stored in the Services or systems, equipment, or facilities of Google or its Subprocessors, or (b) unauthorized access to such Services, systems, equipment, or facilities that results in loss, disclosure, or alteration of Partner Data.

Data Protection Legislation means, as applicable: (a) any national provisions adopted pursuant to the Directive that are applicable to Partner and/or any Customers as the controller(s) of the Partner Personal Data; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).

Directive means Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data. EEA means the European Economic Area.

Google Group means those Google Affiliates involved in provision of the Services to Partner.

Instructions means Partner’s written instructions to Google consisting of the Agreement, including instructions to Google to provide the Services as set out in the Agreement; instructions given via the Admin Console and otherwise under Partner’s Account; and any subsequent written instructions given by Partner (acting on behalf of itself and its Customers) to Google and acknowledged by Google.

Model Contract Clauses or MCCs mean an agreement containing the standard contractual clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Partner Personal Data means the personal data that is contained within the Partner Data.

Security Measures has the meaning given in Section 6.1 (Security Measures) of these Terms.

Subprocessors means (a) all Google Group entities that have logical access to, and process, Partner Personal Data (each, a “Google Group Subprocessor”), and (b) all third parties (other than Google Group entities) that are engaged

to provide services to Partner and that have logical access to, and process, Partner Personal Data (each, a "Third Party Subprocessor").

Third Party Auditor means a qualified and independent third party auditor, whose then-current identity Google will disclose to Partner.

2.2 The terms "personal data", "processing", "data subject", "controller" and "processor" have the meanings given to them in the Directive. The terms "data importer" and "data exporter" have the meanings given to them in the Model Contract Clauses.

### **3. Term**

These Terms will take effect on the Terms Effective Date and, notwithstanding expiry or termination of the Agreement, will remain in effect until, and automatically terminate upon, deletion by Google of all data as described in Section 7 (Data Correction, Blocking, Exporting, and Deletion) of these Terms.

### **4. Data Protection Legislation**

The parties agree and acknowledge that the Data Protection Legislation will apply to the processing of Partner Personal Data if, for example, the processing is carried out in the context of the activities of an establishment of the Partner in the territory of an EU Member State.

### **5. Processing of Partner Personal Data**

5.1 Controller and Processor. If the Data Protection Legislation applies to the processing of Partner Personal Data, then as between the parties, the parties acknowledge and agree that:

- (a) Google will be a processor of the Partner Personal Data and will, within the scope of the Agreement, comply with its obligations as a processor under the Agreement; and
- (b) where Partner is a controller with respect to certain Partner Personal Data it will, within the scope of the Agreement, comply with its obligations as a controller under the Data Protection Legislation in respect of that Partner Personal Data.

5.2 Customers. Where Partner is not the controller of certain Partner Personal Data, Partner represents and warrants to Google that:

- (a) it is authorized to provide the Instructions, and otherwise act on behalf of the applicable controller, in relation to that Partner Personal Data; and
- (b) Google's processing of the Partner Personal Data, in accordance with the Instructions, will not breach the Data Protection Legislation.

Appendix 1 sets out a description of the categories of data that may fall within Partner Personal Data and of the categories of data subjects to which that data may relate.

5.2 Scope of Processing. Google will only process Partner Personal Data in accordance with the Instructions, and will not process Partner Personal Data for any other purpose.

5.3 Additional Products. Partner acknowledges that if Additional Products are installed, used or enabled via the Admin Console or otherwise under the Partner's Account, then the Services may allow such Additional Products to access Partner Data as required for the interoperation of those Additional Products with the Services. The Agreement

does not apply to the processing of data transmitted to or from such Additional Products. Such Additional Products are not required to use the Services.

## **6. Data Security; Security Compliance; Audits**

6.1 Security Measures. Google will take and implement appropriate technical and organizational measures to protect Partner Data against accidental or unlawful destruction or accidental loss or alteration, or unauthorized disclosure or access, or other unauthorized processing, as detailed in Appendix 2 (the "Security Measures"). Google may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services. Partner agrees that it is solely responsible for its and its Customers' use of the Services, including securing its and their account authentication credentials, and that Google has no obligation to protect Partner Data that Partner or its Customers elect to store or transfer outside of Google's and its Subprocessors' systems (e.g., offline or on-premise storage).

6.2 Security Compliance by Google Staff. Google will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance.

6.3 Data Incidents. If Google becomes aware of a Data Incident, Google will promptly notify Partner of the Data Incident, and take reasonable steps to minimize harm and secure Partner Data. Notification(s) of any Data Incident(s) will be delivered to the email address provided by Partner in the Agreement (or in the Admin Console) or, at Google's discretion, by direct Partner communication (e.g., by phone call or an in-person meeting). Partner acknowledges that it is solely responsible for ensuring that the contact information set forth above is current and valid, and for fulfilling any third party notification obligations. Partner agrees that "Data Incidents" do not include: (i) unsuccessful access attempts or similar events that do not compromise the security or privacy of Partner Data, including pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems; or (ii) accidental loss or disclosure of Partner Data caused by Partner's or its Customers' use of the Services or Partner's or its Customers' loss of account authentication credentials. Google's obligation to report or respond to a Data Incident under this Section will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.

6.4 Compliance with Security and Privacy Standards; SOC 2 and 3 Reports. During the Term, Google will maintain the following:

(a) its ISO/IEC 27001:2013 Certification or a comparable certification for the following Services: Google App Engine, Google Compute Engine, Google Cloud Storage, Google Cloud Datastore, Google BigQuery Service, Google Cloud SQL, and Google Genomics ("ISO 27001 Certification");

(b) its confidential Service Organization Control (SOC) 2 report (or a comparable report) on Google's systems examining logical security controls, physical security controls, and system availability applicable to the following Services: Google App Engine, Google Compute Engine, Google Cloud Storage, Google Cloud Datastore, Google BigQuery Service and Google Cloud SQL ("SOC 2 Report"), as produced by the Third Party Auditor and updated at least once every eighteen (18) months; and

(c) its Service Organization Control (SOC) 3 report (or a comparable report) applicable to the following Services: Google App Engine, Google Compute Engine, Google Cloud Storage, Google Cloud Datastore, Google BigQuery Service and Google Cloud SQL ("SOC 3 Report"), as produced by the Third Party Auditor and updated at least once every eighteen (18) months.

6.5 Auditing Security Compliance.

6.5.1 Reviews of Security Documentation. Google will make the following available for review by Partner:

- (a) the certificate issued in relation to Google's ISO 27001 Certification; (b) the then-current SOC 3 Report;
- (c) a summary or redacted version of the then-current confidential SOC 2 Report; and
- (d) following a request by Partner in accordance with Section 6.5.4 below, the then-current confidential SOC 2 Report.

6.5.2 Partner Audits. If Partner has entered into Model Contract Clauses as described in Section 10.2 of these Terms, Partner may exercise the audit rights granted under clauses 5(f) and 12(2) of such Model Contract Clauses:

- (a) by instructing Google to execute the audit as described in Sections 6.4 and 6.5.1 above; and/or
- (b) following a request by Partner in accordance with Section 6.5.4 below, by executing an audit as described in such Model Contract Clauses.

6.5.3 Additional Business Terms for Reviews and Audits. Google and Partner will discuss and agree in advance on:

- (a) the reasonable date(s) of and security and confidentiality controls applicable to any Partner review under Section 6.5.1(d); and
- (b) the identity of a suitably qualified independent auditor for any audit under Section 6.5.2(b), and the reasonable start date, scope and duration of and security and confidentiality controls applicable to any such audit.

Google reserves the right to charge a fee (based on Google's reasonable costs) for any review under Section 6.5.1(d) and/or audit under Section 6.5.2(b). For clarity, Google is not responsible for any costs incurred or fees charged by any third party auditor appointed by Partner in connection with an audit under Section 6.5.2(b). Nothing in this Section 6.5 varies or modifies any rights or obligations of Partner or Google Inc. under any Model Contract Clauses entered into as described in Section 10.2 (Transfers of Data Out of the EEA) of these Terms.

6.5.4 Requests for Reviews and Audits. Any requests under Section 6.5.1 or 6.5.2 must be sent to the Data Privacy Office as described in Section 9 (Data Privacy Office for Google Cloud Platform) of these Terms.

## **7. Data Correction, Blocking, Exporting, and Deletion**

During the Term, Google will provide Partner with the ability to correct, block, export and delete the Partner Data in a manner consistent with the functionality of the Services and in accordance with the terms of the Agreement. Once Partner deletes Partner Data via the Services such that the Partner Data cannot be recovered by Partner (the "Partner-Deleted Data"), Google will delete the Partner-Deleted Data within a maximum period of 180 days, unless applicable legislation or legal process prevents it from doing so. On the expiry or termination of the Agreement (or, if applicable on expiry of any post-termination period during which Google may agree to continue providing access to the Services), after a recovery period of up to 30 days following such expiry or termination, Google will thereafter delete the Partner- Deleted Data within a maximum period of 180 days, unless applicable legislation or legal process prevents it from doing so.

## 8. Access; Export of Data

During the Term, Google will make available to Partner the Partner Data in a manner consistent with the functionality of the Services and in accordance with the terms of the Agreement. To the extent Partner, in its use and administration of the Services during the Term, does not have the ability to amend or delete Partner Data (as required by applicable law), or migrate Partner Data to another system or service provider, Google will, at Partner's reasonable expense, comply with any reasonable requests by Partner to assist in facilitating such actions to the extent Google is legally permitted to do so and has reasonable access to the relevant Partner Data.

## 9. Data Privacy Office for Google Cloud Platform

Google's Data Privacy Office for Google Cloud Platform can be contacted by Partner administrators at: <https://support.google.com/cloud/contact/dpo> (or via such other means as Google may provide).

## 10. Data Transfers

10.1 Data Location and Transfers. Partner may select where certain Partner Data will be stored (the "Data Location Selection"), and Google will store it there in accordance with the Service Specific Terms. If a Data Location Selection is not covered by the Service Specific Terms (or a Data Location Selection is not made by Partner in respect of any Partner Data), Google may store and process the relevant Partner Data anywhere Google or its Subprocessors maintain facilities.

### 10.2 Transfers of Data Out of the EEA.

10.2.1 Partner Obligations. If the storage and/or processing of Partner Data (as set out in Section 10.1 above) involves transfers of Partner Personal Data out of the EEA, and Data Protection Legislation applies to the transfers of such data ("**Transferred Personal Data**"), Partner acknowledges that Data Protection Legislation will require Partner to enter into Model Contract Clauses in respect of such transfers, unless Google has adopted an Alternative Transfer Solution.

10.2.2 Google Obligations. In respect of Transferred Personal Data, Google will: (a) if requested to do so by Partner,

ensure that Google Inc. as the importer

of the Transferred Personal Data enters into Model Contract Clauses with Partner as the exporter of such data, and that the transfers are made in accordance with such Model Contract Clauses; and/or

(b) adopt an Alternative Transfer Solution and ensure that the transfers are made in accordance with such solution.

10.4 Data Center Information. Google will make available to Partner information about the countries in which data centers used to store Partner Personal Data are located.

## 11. Subprocessors

11.1 Subprocessors. Google may engage Subprocessors to provide limited parts of the Services, subject to the restrictions in these Terms.

11.2 Subprocessing Restrictions. Google will ensure that Subprocessors only access and use Partner Data in accordance with Section 10.1 (Data Location and Transfers) and terms of the Agreement and that they are bound by written agreements that require them to provide at least the level of data protection required by the following, as applicable pursuant to Section 10.2 (Transfers of Data Out of the EEA): (a) any Model Contract Clauses entered into by Google Inc. and Partner; and/or (b) any Alternative Transfer Solution adopted by Google.

11.3 Consent to Subprocessing. Partner consents to Google subcontracting the processing of Partner Data to Subprocessors in accordance with the Agreement. If the Model Contract Clauses have been entered into as described above, Partner consents to Google Inc. subcontracting the processing of Partner Data in accordance with the terms of the Model Contract Clauses.

11.4 Additional Information. Information about Third Party Subprocessors is available at: <https://cloud.google.com/terms/third-party-suppliers>, as such URL may be updated by Google from time to time. The information available at this URL is accurate as at the time of publication. At the written request of the Partner, Google will provide additional information regarding Subprocessors and their locations. Any such requests must be sent to Google's Data Privacy Office for Google Cloud Platform, the contact details of which are set out in Section 9 (Data Privacy Office for Google Cloud Platform) above.

11.5 Termination. If the Model Contract Clauses have been entered into by the parties: (i) Google will, at least 15 days before appointing any new Third Party Subprocessor, inform Partner of the appointment (including the name and location of such subprocessor and the activities it will perform) either by sending an email to Partner or via the Admin Console; and (ii) if Partner objects to Google's use of any new Third Party Subprocessors, Partner may, as its sole and exclusive remedy, terminate the Agreement by giving written notice to Google within 30 days of being informed by Google of the appointment of such subprocessor.

## 12. Liability Cap

If Google Inc. and Partner enter into Model Contract Clauses as described above, then, subject to the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability), the total combined liability of Google and its Affiliates, on the one hand, and Partner and its Affiliates, on the other hand, under or in connection with the Agreement and all those MCCs combined will be limited to the maximum monetary or payment-based liability amount set out in the Agreement.

## 13. Third Party Beneficiary

13.1 Google Inc. Notwithstanding anything to the contrary in the Agreement, where Google Inc. is not a party to the Agreement, Google Inc. will be a third party beneficiary of Section 6.5 (Auditing Security Compliance), Section 11.3 (Consent to Subprocessing), and Section 12 (Liability Cap) of these Terms.

13.2 Other Third Parties. Except as expressly provided herein and subject to Section 13.1, no one other than a party to this Agreement shall have any right to enforce any of its terms. For the avoidance of doubt, this includes Customers, who shall not have any right to enforce this Agreement.

## 14. Priority

Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between these Terms and the remaining terms of the Agreement, these Terms will govern.

### Appendix 1: Categories of Personal Data and Data Subjects

1. Categories of Personal Data. Data relating to individuals provided to Google via the Services, by (or at the direction of) Partner.

2. Data Subjects. Data subjects include the individuals about whom data is provided to Google via the Services by (or at the direction of) Partner.

### Appendix 2: Security Measures



As of the Terms Effective Date, Google will take and implement the Security Measures set out in this Appendix. Google may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

## **1. Data Center and Network Security**

### (a) Data Centers.

Infrastructure. Google maintains geographically distributed data centers. Google stores all production data in physically secure data centers.

Redundancy. Infrastructure systems have been designed to eliminate single points of failure and minimize the impact of anticipated environmental risks. Dual circuits, switches, networks or other necessary devices help provide this redundancy. The Services are designed to allow Google to perform certain types of preventative and corrective maintenance without interruption. All environmental equipment and facilities have documented preventative maintenance procedures that detail the process for and frequency of performance in accordance with the manufacturer's or internal specifications. Preventative and corrective maintenance of the data center equipment is scheduled through a standard change process according to documented procedures.

Power. The data center electrical power systems are designed to be redundant and maintainable without impact to continuous operations, 24 hours a day, 7 days a week. In most cases, a primary as well as an alternate power source, each with equal capacity, is provided for critical infrastructure components in the data center. Backup power is provided by various mechanisms such as uninterruptible power supplies (UPS) batteries, which supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. If utility power is interrupted, backup power is designed to provide transitory power to the data center, at full capacity, for up to 10 minutes until the diesel generator systems take over. The diesel generators are capable of automatically starting up within seconds to provide enough emergency electrical power to run the data center at full capacity typically for a period of days.

Server Operating Systems. Google servers use a Linux based implementation customized for the application environment. Data is stored using proprietary algorithms to augment data security and redundancy. Google employs a code review process to increase the security of the code used to provide the Services and enhance the security products in production environments.

Businesses Continuity. Google replicates data over multiple systems to help to protect against accidental destruction or loss. Google has designed and regularly plans and tests its business continuity planning/disaster recovery programs.

### (b) Networks and Transmission.

Data Transmission. Data centers are typically connected via high-speed private links to provide secure and fast data transfer between data centers. This is designed to prevent data from being read, copied, altered or removed without authorization during electronic transfer or transport or while being recorded onto data storage media. Google transfers data via Internet standard protocols.

External Attack Surface. Google employs multiple layers of network devices and intrusion detection to protect its external attack surface. Google considers potential attack vectors and incorporates appropriate purpose built technologies into external facing systems.

Intrusion Detection. Intrusion detection is intended to provide insight into ongoing attack activities and provide adequate information to respond to incidents. Google intrusion detection involves:

- (i) tightly controlling the size and make-up of Google's attack surface through preventative measures;
- (ii) employing intelligent detection controls at data entry points; and
- (iii) employing technologies that automatically remedy certain dangerous situations.

Incident Response. Google monitors a variety of communication channels for security incidents, and Google's security personnel will react promptly to known incidents.

Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS connection) available.

## **2. Access and Site Controls**

### (a) Site Controls.

On-site Data Center Security Operation. Google's data centers maintain an on-site security operation responsible for all physical data center security functions 24 hours a day, 7 days a week. The on-site security operation personnel monitor closed circuit TV (CCTV) cameras and all alarm systems. On-site security operation personnel perform internal and external patrols of the data center regularly.

Data Center Access Procedures. Google maintains formal access procedures for allowing physical access to the data centers. The data centers are housed in facilities that require electronic card key access, with alarms that are linked to the on-site security operation. All entrants to the data center are required to identify themselves as well as show proof of identity to on-site security operations. Only authorized employees, contractors and visitors are allowed entry to the data centers. Only authorized employees and contractors are permitted to request electronic card key access to these facilities. Data center electronic card key access requests must be made through e-mail, and requires the approval of the requestor's manager and the data center director. All other entrants requiring temporary data center access must: (i) obtain approval in advance from the data center managers for the specific data center and internal areas they wish to visit; (ii) sign in at on-site security operations; and (iii) reference an approved data center access record identifying the individual as approved.

On-site Data Center Security Devices. Google's data centers employ an electronic card key and biometric access control system that is linked to a system alarm. The access control system monitors and records each individual's electronic card key and when they access perimeter doors, shipping and receiving, and other critical areas. Unauthorized activity and failed access attempts are logged by the access control system and investigated, as appropriate. Authorized access throughout the business operations and data centers is restricted based on zones and the individual's job responsibilities. The fire doors at the data centers are alarmed. CCTV cameras are in operation both inside and outside the data centers. The positioning of the cameras has been designed to cover strategic areas including, among others, the perimeter, doors to the data center building, and shipping/receiving. On-site security operations personnel manage the CCTV monitoring, recording and control equipment. Secure cables throughout the data centers connect the CCTV equipment. Cameras record on site via digital video recorders 24 hours a day, 7 days a week. The surveillance records are retained for up to 30 days based on activity.

### (b) Access Control.

Infrastructure Security Personnel. Google has, and maintains, a security policy for its personnel, and requires security training as part of the training package for its personnel. Google's infrastructure security personnel are responsible for the ongoing monitoring of Google's security infrastructure, the review of the Services, and responding to security incidents.

Access Control and Privilege Management. Partner's administrators must authenticate themselves via a central authentication system or via a single sign on system in order to administer the Services.

Internal Data Access Processes and Policies – Access Policy. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google designs its systems to (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. LDAP, Kerberos and a proprietary system utilizing RSA keys are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords, two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; and a need to know basis. The granting or modification of access rights must also be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include password expiry, restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g. credit card data), Google uses hardware tokens.

### **3. Data**

(a) Data Storage, Isolation and Logging. Google stores data in a multi-tenant environment on Google-owned servers. The data and file system architecture are replicated between multiple geographically dispersed data centers. Google also logically isolates the Partner's data. Partner will be given control over specific data sharing policies. Those policies, in accordance with the functionality of the Services, will enable Partner to determine the product sharing settings applicable to Partner End Users for specific purposes. Partner may choose to make use of certain logging capability that Google may make available via the Services.

(b) Decommissioned Disks and Disk Erase Policy. Certain disks containing data may experience performance issues, errors or hardware failure that lead them to be decommissioned ("Decommissioned Disk"). Every Decommissioned Disk is subject to a series of data destruction processes (the "Disk Erase Policy") before leaving Google's premises either for reuse or destruction. Decommissioned Disks are erased in a multi-step process and verified complete by at least two independent validators. The erase results are logged by the Decommissioned Disk's serial number for tracking. Finally, the erased Decommissioned Disk is released to inventory for reuse and redeployment. If, due to hardware failure, the Decommissioned Disk cannot be erased, it is securely stored until it can be destroyed. Each facility is audited regularly to monitor compliance with the Disk Erase Policy.

### **4. Personnel Security**

Google personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Google conducts reasonably appropriate background checks to the extent legally permissible and in accordance with applicable local labor law and statutory regulations.

Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Google's confidentiality and privacy policies. Personnel are provided with security training. Personnel handling Partner Data are required to complete additional requirements appropriate to their role (eg., certifications). Google's personnel will not process Partner Data without authorization.

## **5. Subprocessor Security**

Prior to onboarding Subprocessors, Google conducts an audit of the security and privacy practices of Subprocessors to ensure Subprocessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the Subprocessor, then subject to the requirements set out in Section

11.2 (Subprocessing Restrictions) of these Terms, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.