

## **FOREST DATA PARTNERSHIP DATASETS COMMERCIAL TERMS OF USE**

These Terms govern your use of the datasets created by Google for the Forest Data Partnership

### **1. Definitions**

1.1 “**Content**” means datasets created by Google for the Forest Data Partnership and provided in the [Forest Data Partnership publisher catalog](#).

1.2 “**Google**” means Google LLC with an address at 1600 Amphitheater Parkway, Mountain View, California 94043.

1.3 “**You**” means the person or entity using the Content.

1.4 In this Agreement (A) “**including**” means “including but not limited to” and (B) examples are illustrative only and not the sole examples of a particular concept.

### **2. Content**

2.1 Use. Subject to the restrictions in Section 2.2 (Restrictions), You can use the Content.

2.2 Restrictions.

(A) You cannot use the Content for activities where the use or misuse of the Content would reasonably be expected to lead to death, personal injury, environmental harm or property damage.

(B) You will not and you will not to allow third parties (including your end users) to use the Content:

(1) to facilitate or promote dangerous activities, threaten serious physical injury or death, promote hatred or violence against others, or rally support to physically harm others;

(2) in a manner that violates, impedes, or may interfere with privacy rights; or

(3) for any unlawful, invasive, infringing, defamatory or fraudulent purpose.

(C) You cannot sell, resell, sublicense, transfer or distribute the Content on a standalone basis.

2.3 Attribution. If you publicly display the Content or use it in a product or service you must provide this attribution in any reasonable manner: “Produced by Google for the Forest Data Partnership”.

### **3. Warranty Disclaimer**

**The Content is provided “AS IS.” Google does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, accuracy, or presence or absence of errors.**

### **4. Liability**

**To the extent permitted by applicable law Google will not have any liability arising out of or relating to these Terms or the Content for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, savings or goodwill. Google’s total liability arising out of or relating to these terms or the Content is limited to \$200.**

### **5. Termination**

5.1 Without limiting any of our other rights, Google may suspend or terminate your access to the Content, and your right to use the Content if any of these things happen:

- (A) you breach these Terms,
- (B) we’re required to do so to comply with a legal requirement or a court order; or
- (C) your conduct causes harm or liability to an individual, third party, or Google — for example, by harassing or misleading others.

5.2 Effects of Termination. Sections 3 (Warranty Disclaimer) through 6 (General) of this Agreement (and any other sections that under their terms or by implication ought to survive) will survive.

### **6. General**

6.1 No Waiver. Google’s delay or omission in exercising any right under these Terms will not be treated as a waiver of that right.

6.2 Severability. If any part of these Terms are invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.

6.3 Governing Law. CALIFORNIA LAW WILL GOVERN ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY RELATED GOOGLE PRODUCTS, REGARDLESS OF ANY CONFLICT OF LAWS RULES. THESE DISPUTES WILL BE RESOLVED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.