

End Participant Level Enterprise UX Informed Consent Agreement

1. **Purpose.** We are pleased to invite you to participate in an enterprise user experience research study ("**Study**") conducted by Google LLC ("**Google**" or "**We**"). The purpose of the Study is to help Google better understand the needs of Google users, and to research, build, and improve Google's current and future products and services ("**Purpose**").
2. **Participation.** By participating in the Study you confirm that: (a) you meet the age requirement to provide data processing consent in your jurisdiction; (b) your employer has authorized you to participate in the Study; (c) your participation in the Study will not violate any agreement (including your employment agreement) with a third party or create a conflict of interest; and (d) you will not share with Google any confidential or proprietary information belonging to your employer or a third party.

Your participation in this Study is completely voluntary. You may choose to withdraw at any time during the Study. You may also decline to answer any particular question you do not wish to answer for any reason.

3. **Feedback.** During the Study, you may provide feedback about Google products and services ("**Feedback**"). Feedback is separate from and not part of the Study data. Google may use or otherwise exploit the Feedback without restriction for Google's current or future products and services.
4. **Google Confidential Information.** This agreement, Feedback, and any information provided to you by Google during the Study are confidential ("**Google Confidential Information**"). You will (a) use Google Confidential Information only to participate in the Study, (b) take reasonable care to prevent any unauthorized use or disclosure of Confidential Information, and (c) not photograph, record, or share any Confidential Information with anyone.
5. **No Compensation.** The Study is voluntary, so Google will not provide any compensation for your participation.
6. **Personal Information.**

- 6.1 **Personal Information Collection Consent.** With your consent, and solely for the Purpose, we may collect and process information that can identify you, including your name, email, and job title ("**Personal Information**"), in accordance with this agreement and the Google Privacy Policy at <https://policies.google.com/privacy>.

I give my consent (initial here):

DS
JH

- 6.2 **Audio/Video/Photography Collection Consent.** This study may involve collecting audio, video, or photographs of you and your interactions with our products and services. For example, we may ask you to remotely share your device screen with the researchers to observe your interaction with the product or app, or we may video record your use of our services. With your consent, and solely for the Purpose, we may record your face,

voice, physical features, mannerisms, likeness, and interactions during the Study session.

I give my consent (initial here):

DS
JH

7. Study Data.

7.1 Use and Sharing. Solely for the Purpose, we may:

- (A) use Study data containing your Personal Information, including audio, video, or photographs of you; and
- (B) share that Study data with: (i) Google affiliates and (ii) certain third parties such as contractors and agents who agree to meet our standards for protecting Study data and who have a need to access the Study data for the Purpose.

7.2 Retention. We may retain your Personal Information in the Study data only as long as it is necessary for the Purpose.

- 8. Data Transfer.** You consent to Google processing Study data outside the country or region where the data is originally collected or where you are located, including in countries where you may have fewer rights regarding your information than you do in your country of residence. We may process Study data in the United States or permit Google affiliates or contractors acting on Google's behalf to process Study data outside of your country of residence. Google enters into appropriate lawful safeguards to permit the transfer of Study Data including the model contractual clauses where Study data is transferred outside the country or region where the data is originally collected. You can find more information on this at <https://policies.google.com/privacy/frameworks>.
- 9. Data Storage and Protection.** We respect your privacy and use a variety of measures to protect your Personal Information from unauthorized access and disclosure in accordance with the [Google Privacy Policy](https://policies.google.com/privacy) at <https://policies.google.com/privacy>.
- 10. Questions/Requests for Deletion.** If you have questions or wish to delete your Personal Information contained in the Study data, please email us at uxquestions@google.com. The subject of your email should be "User Experience Study Data Request" and your email should include enough information (location, date, time, etc.) so that Google can identify the Study data collected from you. Study data that contains or is linked to your Personal Information will be deleted as soon as reasonably practicable, unless otherwise prohibited by applicable law. Google may retain any Study data that does not contain your Personal Information indefinitely.
- 11. Term.** This Agreement becomes effective when you sign below. Either party may terminate this Agreement effective immediately on written notice. All provisions that under their terms or by implication ought to survive will survive, including Sections 3 (Feedback), 4 (Google Confidential Information), 5 (No Compensation), 11 (Term), 12 (Miscellaneous), and 13 (Governing Law and Jurisdiction) will survive any termination of this agreement. You can contact your local data protection authority if you have concerns regarding your rights under local law.

12. **Miscellaneous.** All legal notices must be in English, in writing (which may be by email), and addressed to the other party's primary contact, which for Google is legal-notices@google.com. Any amendment must be in writing and signed by both parties. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this agreement. The parties are independent contractors. This agreement does not create any agency, partnership, joint venture, or employment relationship. This agreement states all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. If any term (or part of a term) of this agreement is invalid, illegal, or unenforceable, the rest of this agreement will remain in effect. If this agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.
13. **Governing Law and Jurisdiction.** All claims arising out of or relating to this Agreement will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in Santa Clara County, California, USA; the parties consent to personal jurisdiction in those courts.

Agreed by:

Full Name:

Company Name:

Signature:

DocuSigned by:
Jason Hickman
CA917699C37443F...

Email Address:

Date: