

**CONTRACT NAME: CONTRACT BETWEEN GOOGLE, INC.  
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This Terms of Service agreement between Google, Inc. and DJUSD provides Google Custom Search, a tool which will enable users to find relevant search results quickly and efficiently.

Google Custom Search will work in conjunction with Google Analytics, which was Board approved on November 19, 2016, to provide improved web-based communication and to maintain quality control on content and organization.

There is no cost associated with this agreement.

## Custom Search Help

[CUSTOM SEARCH](#)[FORUM](#)

Enhance your organization's website even more with Google Site Search.

## Getting started with Custom Search

## CSE Terms of Service

Welcome to Google Custom Search Engine! By using the Custom Search Engine (the "**Service**"), you ("**You**") accept and agree to be bound by the following terms and conditions (the "**Terms of Use**") with Google Inc., and its subsidiaries or affiliated companies ("Google").

### 1. Service.

**1.1 Description of Service.** Custom Search Engine assists You in providing customized Web search services on the Site (defined below) by utilizing the Google search engine. For purposes of the Terms of Use, "**Site**" shall mean the Web site or sites on which You place JavaScript or similar programming ("**Code**") which renders the Google search box (or other means used by users of the Site ("**End Users**") to enter a search query ("**Query**")) on the Site ("**Search Box**"). All Queries sent from the Site to Google shall comply with the technical specifications that Google may provide from time to time, and must originate from the Site. Google will receive Queries from You at Google's network interface, process the Queries using Google's search engine and display search results ("**Results**") on a Results Page. For purposes of the Terms of Use, "**Results Page**" is defined as the Google hosted or controlled Web page that contains and displays to an End User the Results from the Service.

The Results displayed by the Service will be determined by some or all of the following: (a) the web sites over which the search is to be restricted or filtered, as provided by you in the Service; (b) labels created by You; or (c) other Service features that Google may make available from time to time as described in the Service documentation, which can be found at <http://www.google.com/support/customsearch/bin/answer.py?answer=1714300> or other URL that Google may make available from time to time at its sole discretion.

Unless explicitly stated otherwise, the Service may be modified or terminated at any time by Google for any reason, and without notice, without liability to You, any End User or any third party. Any new features that augment or enhance the current Service shall be subject to the Terms of Use.

**1.2 Modifications.** Google may modify the Terms of Use at any time with or without notice, and you can review the most current version of the Terms of Use online at any time at [Terms of Use](#). If a modification is unacceptable to You, You may cancel the Service on the Site and terminate the Terms

of Use by removing the Code and the Search Box from Your Site. If You continue to use the Code and/or the Search Box on any Site, You will be deemed to have accepted the modifications.

**1.3 Your Obligations.** You shall receive a Query from the End User and shall forward that Query to Google. You may not in any way frame, cache or modify the Results produced by Google, except as otherwise agreed to between You and Google. Google will not be responsible for receiving Queries from End Users or for transmission of data between You and Google's network interface. You shall be responsible for providing all hardware and software required to perform Your obligations under the Terms of Use, including but not limited to the following: (a) implementing and maintaining the Site, (b) implementing and maintaining the interface between the Site and the Service, and (c) receiving a Query from an End User and transmitting the Query to Google.

**1.4 Appropriate Conduct.** You shall not, and shall not allow any third party to: (a) edit, modify, truncate, filter or change the order of the information contained in any Results (either individually or collectively), including, without limitation, by way of commingling Results with non-Google provided search results or advertising; (b) frame any Results or Results Page except as provided for in the Service documentation; (c) display any Results in pop-up, pop-under, exit windows, expanding buttons, or animation; (d) display any Results to any third parties other than End Users; (e) minimize, remove or otherwise inhibit the full and complete display of any Results Page (including any Results); (f) directly or indirectly access, launch and/or activate the Service through or from, or otherwise incorporate the Service in, any Web site or other means other than the Site, and then only to the extent expressly permitted herein; (g) transfer, sell, lease, syndicate, sub-syndicate, lend, or use for co-branding, timesharing, service bureau or other unauthorized purposes any Service or access thereto (including, but not limited to Results, or any part, copy or derivative thereof); (h) enter into any arrangement or agreement under which any third party pays You fees, You pay any third party fees, or either shares in any revenue payments and/or royalties for any Results; (i) directly or indirectly generate queries, or impressions of or clicks on Results, through any automated, deceptive, fraudulent or other invalid means (including, but not limited to, click spam, robots, macro programs, and Internet agents); (j) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Service or any other Google technology, content, data, routines, algorithms, methods, ideas design, user interface techniques, software, materials, and documentation; (k) remove, deface, obscure, or alter Google's copyright notice, trademarks or other proprietary rights notices affixed to or provided as a part of any Service or any other Google technology, software, materials and documentation; (l) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from the Service (including, but not limited to, Results, or any part, copy or derivative thereof); (m) create or attempt to create a substitute or similar service or product through use of or access to any of the Service or proprietary information related thereto; and/or (n) engage in any action or practice that reflects poorly on Google or otherwise disparages or devalues Google's reputation or goodwill. Further, the Site shall not contain any pornographic, hate-related or violent content or contain any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, Service policies, or any third party rights.

**1.5 Non-Exclusivity.** During the Term, if You provide non-Google search services on any Site, You will ensure that such non-Google search services cannot reasonably be confused with or mistaken for those provided by Google. You further understand that Google will provide the Service to You on a

nonexclusive basis, and that Google will continue to customize and provide its services to other parties for use in connection with a variety of applications, including search engine applications.

**1.6 Advertising.** Advertising. The Results Page or associated elements provided by Google through the Service may contain advertising, which You agree to display. The Service is compatible with, and You may apply for, the Google AdSense program ([www.google.com/adsense](http://www.google.com/adsense)), subject to the AdSense Terms and Conditions.

## **2. Proprietary Rights.**

**2.1 Google Rights.** For purposes of the Terms of Use, "**Intellectual Property Rights**" shall mean any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. As between You and Google, You acknowledge that Google owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Service (including Google's search engine technology and Google Brand Features, and excluding items licensed by Google from third parties), and that You shall not acquire any right, title, or interest in or to the Service (including Google's search engine technology and Google Brand Features), except as expressly set forth in the Terms of Use. AdWords, AdSense, GOOGLE, the "Google" logo, and other marks that incorporate the word GOOGLE and PAGERANK, are trademarks of Google.

**2.2 Brand Feature License.** For purposes of the Terms of Use, "**Brand Features**" shall be defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time. Google hereby grants to You a nontransferable, nonsublicenseable, nonexclusive license during the Term to display Google's Brand Features for the purpose of promoting or advertising that You use the Service and for the purpose of fulfilling Your obligations under Section 2.3 below. You hereby grant to Google a nontransferable, nonexclusive license during the Term to use Your Brand Features to advertise that You are using the Service. Any use of the Google Brand Features is subject to the Google Brand Features Guidelines, currently available at <http://cse.google.com/docs/branding.html>. Google may modify the Google Brand Features or the Google Brand Features Guidelines from time to time and Google will post such notice on the Google Web site. You agree that Your respective products and/or services that are associated with Google's Brand Features shall meet the same general level of quality as is provided by Google in connection with Google's own Brand Features. Except as set forth in this Section 2.2, nothing in the Terms of Use shall grant or shall be deemed to grant to one party any right, title or interest in or to the other party's Brand Features. All use by You of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. At no time during or after the Term shall You challenge or assist others to challenge the Brand Features of Google (except to the extent such restriction is prohibited by law) or the registration thereof by Google, nor shall You attempt to register any Brand Features (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to those of Google.

**2.3 Attribution.** The Search Box shall conspicuously display a graphic that indicates that the Service is provided by Google. Google's branding guidelines at <http://cse.google.com/docs/branding.html> provide a set of graphic options available. The graphic

shall link to the Google site located at <http://www.google.com> or such other address as Google may designate from time to time during the Term.

**2.4 Digital Millennium Copyright Act.** It is Google's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For directions and more information, please see <http://www.google.com/dmca.html>.

1. **Use of Your Brand Features in Google Materials.** To the extent applicable, Google may include Your Brand Features in presentations, marketing materials, and customer lists (which includes, without limitation, customer lists posted on Google's websites and screen shots of the Services). Upon Your request, Google will furnish You with a sample of such usage. Without Google's prior approval, You shall not issue a press release, or any public announcement involving Google Brand Features, concerning Your participation in the Service pursuant to this Agreement.
2. **Metadata Content.** For purposes of this section, the following capitalized terms will have the meanings set forth below.

**"Google Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with Google. For these purposes, "control" includes control over greater than fifty percent (50%) of the voting rights or equity interests of Google.

**"Google End Users"** means end users who access or use the Google Services.

**"Google Services"** means Google's products and services that are accessible through and otherwise provided by various computer and electronic technologies, networks (syndicated and otherwise) and systems, including, without limitation, Internet-based services and products accessible through the Google Sites and any Google syndication partner sites.

**"Google Site"** means any website located at a domain owned by Google or a Google Affiliate, including all subdomains and directories thereof, and all successor sites thereto.

**"Metadata Content"** means (a) the metadata provided by Customer to Google pursuant to Customer's use of Custom Search Engine, including, but not limited to, labels, attributes and Customer's submitted associations between labels, attributes and URLs, (b) any text, data, images, and other content provided and/or authored by Customer in connection with Customer's information to be displayed to End Users, and (c) any Nickname(s) chosen by Customer, and (d) if Customer elects to so participate, any ratings, reviews and comments provided by Customer to Google pursuant to Custom Search Engine; and any Updates thereto provided to Google by Customer.

**"Nickname(s)"** means the name that Customer may select by which Customer and Customer's Metadata Content shall be identified to End Users; and Updates thereto.

**"Updates"** means updates, refreshes, corrections and/or other modifications.

Subject to the terms and conditions of this Agreement, Customer hereby grants to Google a irrevocable, perpetual, nonexclusive, worldwide and royalty-free right and license to (i) use, copy, modify, distribute, create derivative works based on and display (publicly or otherwise) the Metadata Content through the Google Services, and (ii) allow Google End Users to access and use the Metadata Content through the Google Services. Google may use consultants and other contractors in connection with the performance of its obligations and exercise of its rights under this section, provided that such

consultants and contractors will be subject to the same obligations as Google. The license granted hereunder may not be sublicensed by Google, except to Google Affiliates, its syndication partners or the syndication partners of any Google Affiliate and Google End Users in connection with their use of the Google Services.

Except for the license granted under this section, Customer retains any right, title and interest in and to the Metadata Content. In addition, Customer retains all rights to all other content authored or owned by Customer, to the extent not otherwise licensed or transferred to Google pursuant to other agreements, to which such Metadata Content is attached or associated and used in connection with Custom Search Engine.

Notwithstanding anything to the contrary, Customer understands and agrees that nothing in this Agreement will prevent or restrict Google from using data Google obtains from a source other than Customer under this section. Customer acknowledges and agrees that it will not have any right, title or interest in any information, content, or data used by Google in conjunction or association with the Metadata Content, and Customer shall not make any claim of ownership or interest in any such information, content, or data. Google and/or its licensors retain all right, title and interest in and to the Google Services, the Google Sites and all content or data forming part of or displayed as part of or through the Google Services or Google Sites, other than the Metadata Content.

Customer shall be responsible for accepting and responding to any communication, modification or removal requests initiated by a party that is listed in or otherwise has rights in the Metadata Content where such communication arises out of having its information on the Google Services and pertains to the Metadata Content.

The rights granted to Google herein include the right to display portions of the Metadata Content on Google Services, Google Sites, Google syndication partner sites and Google Affiliate syndication partner sites, and display any links to web page(s) on which such portions of the Metadata Content reside, all as determined by Google in its sole discretion; provided that, notwithstanding anything to the contrary, nothing in this section obligates Google to make available to Google End Users any or all of the Metadata Content. Google will have the sole right to determine the placement and location of the selected Metadata Content through the Google Services. For the sake of clarity, each party retains sole discretion with respect to the look-and-feel, display and operation of its respective services and websites.

**3. Information Rights and Privacy.** Google and its wholly owned subsidiaries may retain and use, subject to the terms of its Privacy Policy (located at <http://www.google.com/privacy.html> , or such other URL as Google may provide from time to time), information collected in Your use of the Service. You understand and agree that Google may access, preserve, and disclose Your personal information and the contents of Your account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights,

property and/or safety of Google, its affiliates or the public. Personal information collected by Google may be stored and processed in the United States or any other country in which Google or its agents maintain facilities. By using the Service, you consent to any such transfer of information outside of your country.

#### **4. Warranties and Disclaimer.**

**4.1 Google Disclaimer of Warranties.** GOOGLE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE AND BRAND FEATURES. THE SERVICE AND BRAND FEATURES ARE DISTRIBUTED AND PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. GOOGLE DOES NOT WARRANT THAT THE GOOGLE SERVICE AND BRAND FEATURES WILL MEET YOUR REQUIREMENTS OR THAT PERFORMANCE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE INCLUDING ANY ERRORS OR OMISSIONS IN THE SEARCH RESULTS OBTAINED THROUGH USE OF THE SERVICE. GOOGLE MAKES NO WARRANTY THAT CUSTOM SEARCH ENGINE WILL INCLUDE ALL DOMAINS SPECIFIED BY YOU. UNDER NO CIRCUMSTANCES SHALL GOOGLE BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND DOLLARS (\$1000.00).

**4.2 Your Warranties.** You warrant that: (1) all information provided by You to Google in connection with the Service is true and accurate; (2) You have full power and authority to enter into the Terms of Use; (3) Your Brand Features, Content (defined as all editorial, text, graphic, audiovisual, and other content that is served to End Users of the Site and that is not provided by Google), or Site do not (a) infringe any Intellectual Property Rights of any third party, (b) constitute defamation, libel or obscenity, (c) result in any consumer fraud, product liability, breach of contract to which You are a party or cause injury to any third party, (d) promote violence or contain hate speech, (e) violate any applicable law, statute, ordinance, or regulations, or (f) contain adult content or promote illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age; (4) You will seek all necessary governmental approvals required to effectuate the Terms of Use; and (5) You shall perform all of Your obligations under the Terms of Use in accordance with applicable laws.

**5. Indemnification.** You will indemnify, defend, and hold Google harmless from any third party lawsuit or proceeding brought against Google based upon a claim that would constitute a breach of any warranty, representation or covenant made by You under the Terms of Use, including but not limited to any third party lawsuit or proceeding brought against Google based upon a claim that the Content, Site, or Your Brand Features or Metadata infringe any copyright, trade secret or trademark of the third party or defame the third party. Your indemnification will include (1) all attorneys' fees and costs associated with the defense of such a claim, (2) all damages and costs finally awarded, and (3) the full cost of any settlement entered into by You. Google shall (1) notify You of any such claim, (2) provide You with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (to the extent requested by You), and (3) give You full control and sole authority over the defense and settlement of such claim. You will not enter into any settlement or compromise of any such claim without Google's prior consent, which shall not be unreasonably withheld.

**6. Limitation of Liability.** GOOGLE SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE TERMS OF USE OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY THEORY OF LIABILITY INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE GOOGLE SERVICE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY. THIS LIMITATION SHALL APPLY EVEN IF GOOGLE WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. THE SERVICE ARE PROVIDED WITHOUT CHARGE AND THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THE TERMS OF USE. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **7. Term and Termination.**

**7.1 Term.** The term of the Terms of Use (the "**Term**") shall commence on the date upon which You add Code to Your Site and shall continue in force thereafter, unless terminated as provided herein.

**7.2 Termination.** Google may change, suspend or discontinue all or any aspect of the Service, including their availability, at any time, and may terminate Your use of the Service at any time. In addition, either party may terminate the Terms of Use at any time, for any reason, or for no reason including, but not limited to, if You engage in any action that reflects poorly on Google or otherwise disparages or devalues the Google Brand Features or Google's reputation or goodwill. If You desire to terminate the Terms of Use, You must immediately stop your use of the Service.

**7.3 Rejection of Application.** Google shall have the right, in its sole discretion, to reject any request to use the Service at any time and for any reason, and such rejection shall render null and void the Terms of Use between You and Google. Google shall not be liable to You for damages of any sort resulting from its decision to reject such a request.

**7.4 Effect of Termination.** Upon the termination of the Terms of Use for any reason (i) all license rights granted herein shall terminate and (ii) You shall immediately stop your use of the Service and delete any and all Google Brand Features from the Site.

**7.5 Survival.** In the event of any termination or expiration of the Terms of Use for any reason, Sections 2.1, 4, 5, 6, 7.4, 7.5, 7.6, and 8 shall survive termination. Neither party shall be liable to the other party for damages of any sort resulting solely from terminating the Terms of Use in accordance with its terms.

**7.6 Remedies.** You acknowledge that Your breach of service/license restrictions contained herein may cause irreparable harm to Google, the extent of which would be difficult to ascertain. Accordingly, You agree that, in addition to any other remedies to which Google may be legally entitled, Google shall have the right to seek immediate injunctive relief in the event of a breach of such sections by You or any of Your officers, employees, consultants or other agents.

**8. Miscellaneous.** Each party will comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement. All notices will be in English and in writing and (a) if sent to You: to the address You may have previously indicated and (b) if sent to



Google to: Google Inc., Attn: Legal Department, 1600 Amphitheatre Parkway, Mountain View, CA 94043. Notice will be deemed given (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, (iii) upon verification of receipt of registered or certified mail or (iv) upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail. You will not assign or otherwise transfer Your rights or delegate Your obligations under the Terms of Use, in whole or in part, without the prior written consent of Google; and any attempt to do so will be null and void. Any assignment or other transfer of rights or delegation by You shall not operate to relieve You of Your responsibilities under this Terms of Use. You will require Your assignees, transferees, or delegates to agree, in writing, to the terms and conditions of this Terms of Use. This Terms of Use and any claim or dispute of whatever nature arising out of or relating to this Terms of Use will be governed by and construed in accordance with the laws of the State of California and applicable federal U.S laws, without giving effect to any choice of law principles that would require the application of the laws of a different state. Each party agrees to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to the Terms of Use the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The Terms of Use supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof. Any amendments or modifications to the Terms of Use must (i) be in writing; (ii) refer to the Terms of Use; and (iii) be executed by an authorized representative of each party. The failure to require performance of any provision will not affect a party's right to require performance at any time thereafter; nor will waiver of a breach of any provision constitute a waiver of the provision itself. If any provision is adjudged by a court of competent jurisdiction to be unenforceable, invalid or otherwise contrary to law, such provision will be interpreted so as to best accomplish its intended objectives and the remaining provisions will remain in full force and effect. The parties hereto are and will remain independent contractors and nothing herein will be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party will be deemed to be an employee or legal representative of the other nor will either party have any right or authority to create any obligation on behalf of the other party. Neither party will be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances. The Terms of Use is not intended to benefit, nor will it be deemed to give rise to, any rights in any third party. The Terms of Use will be binding on and inure to the benefit of each of the parties and their respective successors and assigns. THE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE TERMS OF USE SUPERSEDE, AND THE TERMS OF THE TERMS OF USE GOVERN, ANY OTHER PRIOR OR COLLATERAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

## Getting started with Custom Search

What is Custom Search?

Create a search engine

Choose sites to include in your search engine

Edit your search engine with the Control Panel

Add custom search to your site

Verify your site in Webmaster Tools

## CSE Terms of Service

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