



Android Emergency Location Services Agreement

Contract #n165346

Company and Google have entered into this “**Agreement**” as of the Effective Date.

“ Company ”	Full legal name: Česká republika - Ministerstvo vnitra Place of incorporation/formation: Czech Republic Office: MV-generalni reditelstvi HZS CR Kloknerova 2295/26 148 00 Praha 4 Czech Republic Email address for legal notices: [REDACTED]
“ Google ”	Full legal name: Google LLC Place of formation: Delaware Office: 1600 Amphitheatre Parkway Mountain View, California 94043, USA Email address for legal notices: [REDACTED]
“ Effective Date ”	The date this Agreement is signed by Google.
“ Initial Term ”	2 years starting on the Effective Date.
Renewal	This Agreement automatically extends for one two-year period (“ Extension Term ”) unless either party provides a written non-extension notice at least 90 days before the end of the Initial Term.
“ Term ”	The Initial Term and all Extension Terms (if any) unless terminated earlier in accordance with the Agreement.

1. **Definitions.**

- 1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party, where “control” means the direct or indirect power to control a party’s management and policies, including through ownership of voting securities or by contract.
- 1.2 “**AML**” means Advanced Mobile Location, which is a protocol to transport geolocation data from a phone to an emergency call center. The ELS implementation of the AML specification is available at <https://developers.google.com/android/els>.
- 1.3 “**Android**” means the open-source application framework, libraries, runtime, and kernel at <http://android.googlesource.com>, as integrated in accordance with the instructions at <https://source.android.com>, and any software development kits at <http://developer.android.com>.
- 1.4 “**Applicable Law**” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.
- 1.5 “**Confidential Information**” means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.
- 1.6 “**ECC**” means emergency communications center, which refers to any organization under the responsibility of a public authority or under public mandate that receives emergency communications for the purpose of notifying, dispatching, directing, or coordinating law enforcement, fire, medical, paramedic, ambulance, utility, or other public safety personnel, as specified by Company in the ELS configuration setup process.
- 1.7 “**ELS**” means the “Android Emergency Location Service” (available through Google Play Services), which utilizes technologies and APIs in Android to enable a Handset to compute and transmit ELS Data to the Endpoint when contacting an Emergency Number that is supported by a mobile network operator or emergency infrastructure provider, and enabled by Google. ELS may transmit data in any number or combination of formats, including over SMS, HTTPS, or via an API.
- 1.8 “**ELS Location Data**” means the data specified by Google and identified in the ELS AML specification, which may include location information, phone metadata, and network metadata.
- 1.9 “**ELS Additional Data**” means any data, other than ELS Location Data, that may be provided in the ELS message (as determined by Google), including user data that the user has opted to make available during an emergency.
- 1.10 “**ELS Data**” means ELS Location Data and ELS Additional Data. ELS Data may include Personal Data.
- 1.11 “**Emergency Number**” means the valid and official emergency number(s) provided by Company to Google during the ELS configuration setup process.

- 1.12 “**Endpoint**” means centralized infrastructure that can: (a) receive ELS Data from a Handset; and (b) provide such ELS Data to ECC(s).
- 1.13 “**End User**” means a human end user of an Android device with Google Play Services.
- 1.14 “**Geo-fencing**” means the machine-readable definition of virtual geographic areas that restrict an ELS configuration to the virtual geographic area, or block an ELS configuration from use outside of the virtual geographic area.
- 1.15 “**Google Play Services**” means a set of proprietary services and interfaces for Android devices.
- 1.16 “**Handset**” means an Android device with Google Play Services that is operated by an End User.
- 1.17 “**Personal Data**” means any information relating to an identified or identifiable natural person.
- 1.18 “**Public Safety Vendor**” means a third party public safety vendor that provides services to ECCs and is approved by Google under Section 5 (Provision of ELS Data to Public Safety Vendors).
- 1.19 In this Agreement: (a) “**include**” or “**including**” means “including but not limited to,” and (b) examples are illustrative and not the sole examples of a particular concept.

2. **Provision of ELS.**

- 2.1 **Provision of ELS.** Subject to Company’s compliance with this Agreement, Google will enable Company to use ELS as a free-of-charge, supplementary service to Company’s existing emergency location services, and Google will, in accordance with the timeline reasonably determined by Google:
 - (a) remotely configure ELS for the Endpoint in accordance with Company’s ELS configuration setup instructions; and
 - (b) activate ELS to enable ELS Data to be transmitted from a Handset to an Endpoint when the Handset is used to contact Emergency Number(s).
- 2.2 **Provision of ELS by Google Affiliates.** Google Affiliates may provide ELS to Company on behalf of Google. If a Google Affiliate provides ELS to Company, this Agreement will govern the relationship between Company and such Google Affiliate.
- 2.3 **ELS Configuration Changes.** Company may submit ELS configuration change requests to Google at a reasonable frequency, but not more frequently than once per month. If the requested change involves Geo-fencing, then Company will:
 - (a) provide the Geo-fencing data in the format(s) and via the interface(s) specified by Google; and
 - (b) minimize the number of individual Geo-fencing changes it submits to Google by bundling multiple changes into a single set whenever possible.
- 2.4 **AML Format and ELS Technology Changes.** Google may:
 - (a) modify the underlying ELS technology; or

- (b) enhance the AML format (for example, by including additional fields for testing or other purposes). If Google makes a change under this Section 2.4 (AML Format and ELS Technology Changes), then Google will use reasonable efforts to notify Company in advance of such change.

3. **Company Responsibilities.**

3.1 **General Responsibilities.** Company will:

- (a) provide Google with a single point-of-contact to coordinate logistics and analytics;
- (b) coordinate with Google to test ELS and the Endpoint locally before production deployment;
- (c) provide Google with configuration information to set up ELS, and will provide at least 10 business days' lead time if any changes to the configuration become necessary;
- (d) undergo and pass Google's vendor security assessment: (a) before production deployment of ELS; and (b) as often as reasonably required by Google's security policies;
- (e) provide ELS Data to ECCs and Public Safety Vendors:
 - (i) within 30 days following the Effective Date;
 - (ii) in AML format (as updated by Google from time to time); and
 - (iii) at no cost;
- (f) ensure that any APIs or other programmatic interfaces provided by Company to ECCs or Public Safety Vendors for ELS Data integration purposes offer the same functionality, level of detail and access as similar APIs or other programmatic interfaces provided by Google to Company; this includes, when technically feasible and appropriate, allowing ELS Data via pull or push;
- (g) coordinate with Google to troubleshoot any ELS-related technical issues, which includes conducting an independent analysis to identify the root cause of errors at Google's request;
- (h) promptly delete all ELS Data (and all copies and derivations of ELS Data) once it is no longer necessary to provide the emergency services required by the applicable End User, unless (and only to the extent) expressly prohibited by Applicable Law; and
- (i) if applicable, meet the agreed-upon geographic coverage targets within 12 months following a production deployment of ELS.

3.2 **Endpoint Responsibilities.** Company will:

- (a) ensure that the Endpoint is Available 99.9% of the time, calculated on a monthly basis. "**Available**" means the Endpoint is able to receive and process ELS Data, and deliver ELS Data to ECCs;
- (b) promptly inform Google via email if the Endpoint is not Available for more than 30 minutes;

- (c) resolve any failure or impairment of the Endpoint that results in degradation of ELS within a mutually acceptable period of time;
- (d) design and implement Endpoint redundancy to prevent vulnerability to any single point-of-failure and ELS interruption;
- (e) maintain an information security program designed to protect its network from unauthorized access or breach by utilizing industry standard administrative, operational, and technical safeguards reasonably required for the types of data (including ELS Data) contained within its network; and
- (f) promptly: (i) notify Google if it has reason to believe there has been any misuse, compromise, loss, or unauthorized disclosure or acquisition of, or access to, ELS Data; and (ii) cooperate with Google's investigation of the security breach, including investigating, remediating, and mitigating the effects of the security breach, and providing Google with adequate evidence of such investigation, remediation, and mitigation. At Google's request, Company will provide (at a minimum) the following information about the security breach: vulnerabilities or flaws, start or end date, date of discovery, description of scope and customer impact, and specific containment or mitigation actions taken.

4. **Using ELS.**

4.1 **Compliance with Law.** Company will comply with Applicable Law, including any relevant data protection or privacy legislation.

4.2 **ELS Limitations.** Company may only use:

- (a) ELS Location Data as a supplementary source of emergency location data;
- (b) ELS Additional Data (if available) to provide supplementary emergency support and situational awareness during an emergency call or text; and
- (c) ELS to provide ELS Data to emergency services or ECCs on behalf of an End User who has contacted an Emergency Number. Except as permitted under Section 5 (Provision of ELS Data to Public Safety Vendors), no other use is permitted.

4.3 **ELS Restrictions.** Company will not (and will not allow those acting on its behalf to):

- (a) use ELS or ELS Data for any purpose other than as expressly authorized in this Agreement;
- (b) commingle, integrate, fuse, or otherwise combine or use ELS Data with any other data that is provided by a third party;
- (c) sublicense ELS for use by a third party, except as permitted under Section 5 (Provision of ELS Data to Public Safety Vendors);
- (d) represent (verbally or in writing) that Company is the source of ELS Data;
- (e) perform an action with the intent of introducing to Google products (including ELS) any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- (f) defame, abuse, harass, stalk, or threaten others;

- (g) interfere with or disrupt ELS or the clients, servers or networks providing ELS;
 - (h) reverse engineer or attempt to extract the source code from ELS or any related software, except to the extent that this restriction is expressly prohibited by Applicable Law; or
 - (i) store or use in any way data associated with ELS (including ELS Data) to create a Company product, service, or functionality other than as expressly specified under this Agreement. For clarity, this includes a prohibition on market analysis, growth planning, customer prospecting or pitching, territory mapping, competitive analysis, product development, or any analytics or other use not directly related to the immediate provision of service to existing or prospective customers of Company.
- 4.4 **Open Source Software.** Some of the software required by or included in ELS may be offered under an open source license. Open source software licenses constitute separate written agreements. To the limited extent the open source software license expressly supersedes this Agreement, the open source license instead sets forth Company's agreement with Google for the applicable open source software.
- 4.5 **Feedback and Metrics.** Company will provide Google with applicable metrics, analytics and reports to help improve ELS or troubleshoot performance issues in ELS, including, if requested, ELS performance metrics such as speed, accuracy, and utilization. Company will provide such data to Google within five business days following Company's receipt of initial request from Google, and, if applicable, Company will use the Google-provided metrics template to report requested information. Additionally, if Company provides comments, suggestions, ideas, concepts, or changes to improve ELS ("**Feedback**"), Google may use such Feedback without obligation to Company. Feedback may be provided to [REDACTED]
- 4.6 **Deprecation.** Google will announce if it intends to remove major features from, or discontinue, ELS. Google will use commercially reasonable efforts to continue to operate the Google Play Services versions and features for ELS without these changes until one year after the announcement, unless Google determines in its reasonable good faith judgment that: (a) it is required by Applicable Law or third-party relationship (including changes in Applicable Law or relationships) to make those changes earlier; or (b) doing so could create a security risk or substantial economic or material technical burden.
5. **Provision of ELS Data to Public Safety Vendors.**
- 5.1 Company may provide ELS Data to Public Safety Vendors if:
- (a) Company receives written permission from Google to do so; and
 - (b) Company has entered into a written agreement with such Public Safety Vendor that:
 - (i) obligates the Public Safety Vendor to provide ELS Data to ECCs at no cost; and
 - (ii) contains obligations and restrictions that are no less protective of Google than the obligations and restrictions applicable to Company under this Agreement, including those in Sections 3.1(h), 4.1 (Compliance with Law), 4.2 (ELS Limitations), 4.3 (ELS Restrictions), and 13 (Termination). Company will provide Google with a copy of the agreement upon request.
- 5.2 Company will be responsible for a Public Safety Vendor's: (a) breach of Company's obligations under this Agreement; and (b) acts or omissions.
6. **ELS Monitoring; Temporary Suspension.**

- 6.1 ELS Monitoring. Google may monitor use of ELS to ensure quality, improve ELS, and verify Company's compliance with this Agreement.
- 6.2 Temporary Suspension.
- (a) ELS Suspension. Google may suspend Company's access to ELS if: (i) necessary to comply with Applicable Law or protect ELS or Google's infrastructure supporting ELS; or (ii) Company's use of ELS does not comply with this Agreement or Applicable Law.
- (b) Limitations on ELS Suspension. If Google suspends Company's access to ELS under Section 6.2(a) (ELS Suspension), then: (i) Google will provide Company with notice of the cause for suspension to the extent legally permitted and operationally feasible; and (ii) the suspension will be to the minimum extent and for the shortest duration required to resolve the cause for suspension.
7. **Intellectual Property**.
- 7.1 Ownership. Company does not acquire ownership of any rights (including intellectual property rights) in ELS, ELS Data, or the content that is accessed through ELS.
- 7.2 Promotional and Marketing Use. In the course of promoting, marketing, or demonstrating ELS, Google may produce and distribute incidental depictions, including screenshots, video, or other content related to Company's use of ELS, and may use Company's or Company's product names. Company grants Google all necessary rights for the above purposes.
8. **Confidentiality; Publicity**.
- 8.1 Confidentiality Obligations. The recipient will not disclose the other party's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third-party contractors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.
- 8.2 Publicity. Except to the extent required by Applicable Law, Company will not make any public statement regarding this Agreement without Google's written approval.
9. **Representations and Warranties**.
- 9.1 Mutual. Each party represents and warrants that it has full power and authority to enter into this Agreement, and that the execution and delivery of this Agreement, and the performance of its obligations hereunder, will not constitute a breach or default of or otherwise violate any agreement to which such party or any of its Affiliates are a party.
- 9.2 By Company. Company represents and warrants that it is not currently: (a) the subject of any material governmental inquiry, investigation, audit, or litigation regarding Company's compliance with any Applicable Law, including those pertaining to privacy and security; and (b) has not been the subject of any material governmental inquiry, investigation, audit, or litigation regarding Company's compliance with any Applicable Law, including those pertaining to privacy and security, within the three years before the Effective Date.

10. **Disclaimer.** Except as expressly provided under this Agreement, neither Google nor its suppliers or distributors make any promises about ELS, including any promises about the content provided through ELS, the specific functions of ELS, whether ELS meets any legal or regulatory requirements, or ELS' reliability, availability, or ability to meet Company's needs. Google provides ELS "as is." To the extent permitted by Applicable Law, except for Google's express representations and warranties under this Agreement, Google disclaims all representations, warranties, guarantees, conditions, and undertakings (express or implied), including any warranties of merchantability, fitness for purpose, and non-infringement.
11. **Defense and Indemnity.**
- 11.1 **Obligations.** To the extent permitted by Applicable Law, Company will defend and indemnify Google and its Affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
- (a) Company's breach of its representations and warranties under this Agreement;
 - (b) any claim that Company's services, content, or brand elements violate or infringe a third party's rights, including intellectual property rights;
 - (c) any misuse of ELS or ELS Data; or
 - (d) any breach or claimed breach of this Agreement.
- 11.2 **Conditions.**
- (a) Google may approve controlling counsel, such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest);
 - (b) Google may appoint its own non-controlling counsel, at its own expense; and
 - (c) Any settlement requiring Google to admit liability, pay money, or take (or refrain from taking) any action, will require Google's written consent, not to be unreasonably withheld, conditioned, or delayed.
12. **Liability.**
- 12.1 **Liability.** In Section 12 (Liability), "**Liability**" or "**Liable**" means any liability, whether under contract, tort, or otherwise (including for negligence), and whether or not foreseeable or contemplated by the parties.
- 12.2 **Sole Liability for use of ELS.** Company will be solely Liable for Company's use, or failure to use, ELS (including ELS Data), including where such use or failure leads to death or personal injury.
- 12.3 **Limitations.** Subject to Section 12.4 (Exceptions to Limitations):
- (a) neither party will have any Liability arising out of or relating to this Agreement for:
 - (i) indirect, consequential, special, incidental, or punitive damages; or
 - (ii) lost revenues, profits, savings, or goodwill.
 - (b) each party's total Liability arising out of or relating to this Agreement is limited to

US\$100,000.

12.4 Exceptions to Limitations. This Agreement does not exclude or limit either party's Liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) breach of Section 8 (Confidentiality; Publicity);
- (c) its obligations under Section 11 (Defense and Indemnity);
- (d) infringement of the other party's intellectual property rights; or
- (e) matters for which Liability cannot be excluded or limited under Applicable Law.

13. **Termination.**

13.1 Termination by Company. Company may terminate this Agreement for convenience with 30 days' prior written notice to Google, on the condition that Company completes the following within such 30-day notice period:

- (a) Company dismantles the Endpoint, and
- (b) Company requests that Google disable the ELS configuration.

13.2 Termination by Google. Google may terminate this Agreement on written notice to Company if Company is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice. For clarity, breach of Section 3 (Company Responsibilities) is a material breach of this Agreement.

13.3 Effects of Termination. Upon expiration or termination of this Agreement, or discontinuation of access to ELS, Company will immediately stop using ELS and delete any cached or stored ELS Data, or any other data relating to ELS.

13.4 Survival. When this Agreement expires or terminates, any clauses that under their terms or by implication are intended to survive, will survive.

14. **General.**

14.1 Notices. All notices must be in English and in writing. Notices of breach or termination must be addressed to the other party's Legal Department. The address for notices to Google's Legal Department is [REDACTED]. All other notices must be addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic records.

14.2 Assignment. Neither party may assign the Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) the assigning party has notified the other party of the assignment; and (c) the assigning party remains liable for obligations under this Agreement if the assignee defaults on them. Any other attempt to assign is void.

14.3 Change of Control. During the Term, if a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

- 14.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 14.5 No Waiver. A party's delay or omission in exercising any right under this Agreement will not be treated as a waiver of that right.
- 14.6 Independent Contractors; No Agency. The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- 14.7 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement unless the Agreement expressly states that there are. The parties can amend, rescind, or terminate this Agreement without any third-party beneficiary's consent.
- 14.8 Signatures. The parties may sign this Agreement using counterparts and electronic copies as originals. The parties may also sign this Agreement electronically if permitted by Applicable Law.
- 14.9 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 14.10 Entire Agreement. This Agreement states all terms agreed between the parties and supersedes all other agreements between the parties as of the Effective Date relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement.
- 14.11 Severability. If any part of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.
- 14.12 Conflicting Languages. To the extent any translated version of this Agreement is inconsistent with the English version, the English version will govern.
- 14.13 URL Updates. Google may update any URL in this Agreement on written notice.
- 14.14 Governing Law. CALIFORNIA LAW WILL GOVERN ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, 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.

Signature Page Follows

Signed by the parties' authorized representatives on the dates below.

GOOGLE	COMPANY
Google LLC	Česká republika - Ministerstvo vnitra
 Philipp Schindler Authorized Signatory	
2025.03.31 05:54:17 -07'00'	
Signature:	Signature: Ing. Petr Ošlejšek, Ph.D.
	 Digitální podpis: 27.03.2025 21:16:42
Name:	Name: Major General Ing. Petr Oslejsek, Ph.D.
Title:	Title: Deputy DG for IRS and Operational Management
Date:	Date: