

Google Cloud Platform Terms of Service

New to Google Cloud? A quick overview of Google Cloud's online contracting can be found [here](#).

If you are accessing the Google Cloud Platform Services as a customer of an unaffiliated Google Cloud Platform reseller, the terms below do not apply to you, and your agreement with your reseller governs your use of the Google Cloud Platform Services.

If you signed an offline variant of this Agreement for use of the Google Cloud Platform services under the same Google Cloud Platform Account, the terms below do not apply to you, and your offline terms govern your use of the Google Cloud Platform Services.

These Google Cloud Platform Terms of Service (together, the "Agreement") are entered into by Google and the entity or person agreeing to these terms ("Customer") and govern Customer's access to and use of the Services. "Google" has the meaning given at <https://cloud.google.com/terms/google-entity>.

This Agreement is effective when Customer clicks to accept it (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

1. Provision of the Services.

1.1 *Services Use.* During the Term, Google will provide the Services in accordance with the Agreement, including the SLAs, and Customer may use the Services, and integrate the Services into any Customer Application that has material value independent of the Services, in accordance with the Agreement.

1.2 *Admin Console.* Customer will have access to the Admin Console, through which Customer may manage its use of the Services.

1.3 *Accounts.* Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account. Google has no obligation to provide multiple accounts to Customer.

1.4 *Modifications.*

(a) *To the Services.* Google may make commercially reasonable updates to the Services from time to time. Google will inform Customer if Google makes a material change to the Services that has a material impact on Customer's use of the Services provided that Customer has subscribed with Google to be informed about such change.

(b) *To the Agreement.* Google may make changes to this Agreement (including the URL Terms) and pricing from time to time. Unless otherwise noted by Google, material changes to the Agreement will become effective 30 days after they are posted, except to the extent the changes apply to new functionality or the Cloud Data Processing Addendum, or are required by applicable law, in which case they will be effective immediately. Google will provide at least 90 days' advance notice for materially adverse changes to any SLAs by (i) sending an email to the Notification Email Address; (ii) posting a notice in the Admin Console; or (iii) posting a notice to the applicable SLA webpage. If Customer does not agree to the revised Agreement, Customer may stop using the Services. Customer may also terminate this Agreement for convenience under Section 8.4 (Termination for Convenience). Customer's continued use of the Services after such material change will constitute Customer's consent to such changes. Google will post any modification to this Agreement to <https://cloud.google.com/terms/>.

(c) *To the Cloud Data Processing Addendum.* Google may only change the Cloud Data Processing Addendum where such change is required to comply with applicable law, is expressly permitted by the Cloud Data Processing Addendum, or:

(i) is commercially reasonable;

(ii) does not result in a material reduction of the security of the Services;

(iii) does not expand the scope of or remove any restrictions on Google's processing of "Customer Personal Data," as described in the "Scope of Processing" Section of the Cloud Data Processing Addendum; and

(iv) does not otherwise have a material adverse impact on Customer's rights under the Cloud Data Processing Addendum.

If Google makes a material change to the Cloud Data Processing Addendum in accordance with this Section 1.4(c) (Modifications: To the Cloud Data Processing Addendum), Google will post the change at the webpage containing the Cloud Data Processing Addendum.

(d) *Discontinuation of Services.* Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality) unless Google replaces

such discontinued Service or functionality with a materially similar Service or functionality. Further, Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner. Nothing in this Section 1.4(d) (Discontinuation of Services) limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.4(d) (Discontinuation of Services) does not apply to pre-general availability Services, offerings, or functionality.

1.5 *Software*. If Google makes Software available to Customer, including third-party software, Customer's use of any Software is subject to the applicable provisions in the Service Specific Terms.

2. Payment Terms.

2.1 *Online Billing*. At the end of the applicable Fee Accrual Period or as otherwise stated by Google in the Admin Console, Google will issue an electronic bill to Customer for all charges based on Customer's use of the Services during the applicable Fee Accrual Period (including, if applicable, the relevant Fees for TSS). If Google reasonably determines based on evidence available to Google that Customer is at risk of non-payment or that Customer's Account is potentially fraudulent, then Google may invoice Customer more frequently. Customer will pay all Fees in the currency stated in the invoice. If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Google will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice (and Google agrees), all Fees are due as stated in the invoice. Unless required by law, Customer's obligation to pay all Fees is non-cancellable. Google's measurement of Customer's use of the Services is final. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Google.

2.2 Taxes.

(a) Customer is responsible for any Taxes, and will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Google, unless Customer provides Google with a timely and valid tax exemption certificate in respect of those Taxes.

(b) Customer will provide Google with any applicable tax identification information that Google may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or

reimburse Google for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

2.3 Payment Disputes & Refunds. Any payment disputes must be submitted in good faith before the payment due date. If Google, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Google will apply the credit memo amount to a disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds given by Google for billing inaccuracies under this Section will only be in the form of credit for the Services. Nothing in this Agreement obligates Google to extend credit to any party.

2.4 Delinquent Payments; Suspension. Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute submitted before the payment due date), may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, in the event of any late payment for the Services, Google may Suspend the Services.

2.5 No Purchase Order Number Required. Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

3. Customer Obligations.

3.1 Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services, Account, or Customer's password of which Customer becomes aware. Google reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Applications, Customer Data, or Projects.

3.2 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

3.3 Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, or create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; or (d) access or use the Services (i) for High Risk Activities; (ii) in violation of the AUP; (iii) in a manner intended to avoid incurring Fees (including creating multiple Customer Applications, Accounts, or Projects to simulate or act as a single Customer Application, Account, or Project (respectively)) or to circumvent Service-specific usage limits or quotas; (iv) to engage in cryptocurrency mining without Google's prior written approval; (v) to operate or enable any telecommunications service or in connection with any Customer Application that allows End Users to place calls or to receive calls from any public switched telephone network, unless otherwise described in the Service Specific Terms; (vi) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (vii) in a manner that breaches, or causes the breach of, Export Control Laws; or (viii) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.

3.4 Documentation. Google may provide Documentation for Customer's use of the Services.

3.5 Copyright. Google responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act.

3.6 Third-Party Content Enforcement. If Customer's primary use of the Services is to host third-party content or facilitate the sale of goods or services between third parties on its platform, Customer will take the following steps to enforce compliance with the AUP: (a) publish policies defining what content is prohibited on its platform (e.g., illegal content); (b) maintain a publicly accessible method (e.g., webform or email alias) to receive notices of violation of that policy (in addition to a monitored communications channel for Google); and (c) promptly review and address any such notices, and remove content where appropriate.

4. Suspension.

4.1 AUP Violations. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will notify Customer and request that Customer

correct the violation. If Customer fails to correct the violation within 24 hours of Google's request, then Google may Suspend all or part of Customer's use of the Services until the violation is corrected.

4.2 Other Suspension. Notwithstanding Section 4.1 (AUP Violations), Google may immediately Suspend all or part of Customer's use of the Services if (a) Google reasonably believes Suspension is needed to protect the Services, Google's infrastructure supporting the Services, or any other customer of the Services (or their end users); (b) there is suspected unauthorized third-party access to the Services; (c) Google reasonably believes that immediate Suspension is required to comply with any applicable law; or (d) Customer is in breach of Section 3.3 (Restrictions) or the Service Specific Terms. Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

5. Intellectual Property Rights; Protection of Customer Data; Feedback.

5.1 Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

5.2 Protection of Customer Data. Google will only access, use, and otherwise process Customer Data in accordance with the Cloud Data Processing Addendum and will not access, use, or process Customer Data for any other purpose. Google has implemented and will maintain technical, organizational, and physical measures to protect Customer Data, as further described in the Cloud Data Processing Addendum.

5.3 Customer Feedback. At its option, Customer may provide feedback or suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

6. Technical Support Services.

6.1 By Customer. Customer is responsible for technical support of its Customer Applications and Projects.

6.2 By Google. Subject to payment of applicable support Fees, Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines. Certain TSS levels

include a minimum recurring Fee as described at <https://cloud.google.com/skus>. If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and for the same TSS Fees as applied before the downgrade for the remainder of that month.

7. Confidential Information.

7.1 Obligations. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

7.2 Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

8. Term and Termination.

8.1 Agreement Term. The term of this Agreement (the "Term") will begin on the Effective Date and continue until the Agreement is terminated as stated in this Section 8 (Term and Termination).

8.2 Termination for Breach. To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach or (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

8.3 Termination for Inactivity. Google reserves the right to terminate the provision of the Services to a Project upon 30 days' advance notice if, for a period of 60 days (a) Customer has not accessed the Admin Console or the Project has had no network activity and (b) such Project has not incurred any Fees for such Services.

8.4 Termination for Convenience. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and, upon termination, must cease use of the applicable Services. Google may terminate this Agreement for its convenience at any time with 30 days' prior written notice to Customer.

8.5 Termination Due to Applicable Law; Violation of Laws. Google may terminate this Agreement immediately on written notice if Google reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Google to violate any Anti-Bribery Laws or Export Control Laws.

8.6 Effect of Termination. If the Agreement is terminated, then (a) all rights and access to the Services will terminate (including access to Customer Data, if applicable), unless otherwise described in this Agreement, and (b) all Fees owed by Customer to Google are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice.

9. Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

10. Representations and Warranties. Each party represents and warrants that (a) it has full power and authority to enter into the Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

11. Disclaimer. Except as expressly provided for in the Agreement, 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, or error-free or uninterrupted use of the Services or Software and (b) any representations about content or information accessible through the Services.

12. Limitation of Liability.

12.1 *Limitation on Indirect Liability.* To the extent permitted by applicable law and subject to Section 12.3 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill.

12.2 *Limitation on Amount of Liability.* Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid during the 12 month period before the event giving rise to Liability, except Google's total aggregate Liability for damages arising out of or related to Services or Software provided free of charge is limited to \$5,000.

12.3 *Unlimited Liabilities.* Nothing in the Agreement excludes or limits either party's Liability for:

- (a) its fraud or fraudulent misrepresentation;**
- (b) its obligations under Section 13 (Indemnification);**
- (c) its infringement of the other party's Intellectual Property Rights;**
- (d) its payment obligations under the Agreement; or**
- (e) matters for which liability cannot be excluded or limited under applicable law.**

13. Indemnification.

13.1 *Google Indemnification Obligations.* Google will defend Customer and its Affiliates using the Services under Customer's Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Google Brand Feature, in each case used in accordance with the Agreement, infringes the third party's Intellectual Property Rights.

13.2 *Customer Indemnification Obligations.* Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Application, Project, Customer Data, or Customer Brand Features; or (b) Customer's or an End User's use of the Services in breach of the AUP or Section 3.3 (Restrictions).

13.3 *Exclusions.* Sections 13.1 (Google Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises

from (a) the indemnified party's breach of the Agreement, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement, and (c) in the case of Google or any of its Affiliates as the indemnifying party, any Services provided to Customer free of charge.

13.4 *Conditions*. Sections 13.1 (Google Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 13.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 13.1 (Google Indemnification Obligations) or 13.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

13.5 *Remedies*.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 13.5(a) are commercially reasonable, then Google may Suspend or terminate Customer's use of the impacted Services.

13.6 *Sole Rights and Obligations*. Without affecting either party's termination rights and to the extent permitted by applicable law, this Section 13 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 13 (Indemnification).

14. Miscellaneous.

14.1 *Notices.* Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

14.2 *Emails.* The parties may use emails to satisfy written approval and consent requirements under the Agreement.

14.3 *Assignment.* Neither party may assign any part of this 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 this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. If Customer assigns this Agreement to an Affiliate in another jurisdiction such that there is a change in the Google contracting entity as defined at <https://cloud.google.com/terms/google-entity> this Agreement is automatically assigned to the new Google contracting entity.

14.4 *Change of Control.* If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control.

14.5 *Force Majeure.* Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

14.6 *Subcontracting.* Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

14.7 *No Agency.* This Agreement does not create any agency, partnership, or joint venture between the parties.

14.8 *No Waiver.* Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

14.9 *Severability.* If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

14.10 *No Third-Party Beneficiaries.* This Agreement does not confer any benefits on any third party unless it expressly states that it does.

14.11 *Equitable Relief.* Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.12 *U.S. Governing Law.*

(a) *For U.S. City, County, and State Government Entities.* If Customer is a U.S. city, county, or state government entity, then the Agreement will be silent regarding governing law and venue.

(b) *For U.S. Federal Government Entities.* If Customer is a U.S. federal government entity, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW, (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

(c) *For All Other Entities.* If Customer is any entity not identified in Section 14.12(a) (U.S. Governing Law for U.S. City, County, and State Government Entities) or (b) (U.S. Governing Law for Federal Government Entities), then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

14.13 *Amendments.* Except as stated in Section 1.4(b) (Modifications: To the Agreement) or (c) (Modifications: To the Cloud Data Processing Addendum), any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

14.14 *Survival.* The following Sections will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 5 (Intellectual Property Rights; Protection of Customer Data; Feedback), Section 7 (Confidential Information), Section 8.6 (Effect of Termination), Section 11 (Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnification), and Section 14 (Miscellaneous).

14.15 *Entire Agreement*. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties 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 statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. The URL Terms are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.

14.16 *Conflicting Terms*. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the Cloud Data Processing Addendum, the remainder of the Agreement (excluding the URL Terms), and the URL Terms (excluding the Cloud Data Processing Addendum).

14.17 *Headers*. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

14.18 *Conflicting Languages*. If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation.

14.19 *Definitions*.

- "Account" means Customer's Google Cloud Platform account.
- "Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the Services.
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- "Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, that prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include: any government employees, candidates for public office, members of royal families, and employees of government-owned or government-controlled companies, public international organizations, and political parties.
- "AUP" means the then-current acceptable use policy for the Services stated at <https://cloud.google.com/terms/aup>.

- "BAA" or "Business Associate Agreement" is an amendment to the Agreement covering the handling of Protected Health Information (as defined in HIPAA).
- "Brand Features" means 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.
- "Cloud Data Processing Addendum" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at <https://cloud.google.com/terms/data-processing-addendum>.
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. 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. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.
- "Control" means control of greater than 50 percent of the voting rights or equity interests of a party.
- "Customer Application" means a software program that Customer creates or hosts using the Services.
- "Customer Data" means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.
- "Documentation" means the Google documentation (as may be updated from time to time) in the form generally made available by Google to its customers for use with the Services at <https://cloud.google.com/docs/>.
- "End Users" means the individuals who are permitted by Customer to use the Services. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.
- "Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the

U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

- "Fee Accrual Period" means a calendar month or another period specified by Google in the Admin Console.
- "Fees" means the applicable fees for each Service, Software, or TSS plus any applicable Taxes. The Fees for each Service are stated at <https://cloud.google.com/skus/> (incorporated into the Agreement by this reference).
- "Google API" means any application programming interface provided by Google as part of the Services.
- "High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.
- "including" means including but not limited to.
- "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.
- "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- "Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.
- "Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.
- "Notification Email Address" means the email address(es) designated by Customer in the Admin Console.
- "Project" means a collection of Google Cloud Platform resources configured by Customer via the Services.

- "Service Specific Terms" means the then-current terms specific to one or more Services stated at <https://cloud.google.com/terms/service-terms>.
- "Services" means the then-current services described at <https://cloud.google.com/terms/services>, excluding any Third-Party Offerings.
- "SLA" means each of the then-current service level agreements at <https://cloud.google.com/terms/sla/>.
- "Software" means any downloadable tools, software development kits, or other such computer software provided by Google in connection with the Services, and any updates Google may make to such Software from time to time, excluding any Third-Party Offerings.
- "Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.
- "Taxes" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.
- "Term" has the meaning stated in Section 8.1 (Agreement Term) of this Agreement.
- "Third-Party Offerings" means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software, (b) offerings identified in the "Third-Party Terms" section of the Service Specific Terms, and (c) third-party operating systems.
- "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- "Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features at <https://www.google.com/permissions/guidelines.html>.
- "TSS" means the then-current technical support service provided by Google to Customer under the TSS Guidelines.
- "TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at <https://cloud.google.com/terms/tssg/> (under Google Cloud Platform Services).

- "URL Terms" means, collectively, the AUP, Cloud Data Processing Addendum, Service Specific Terms, SLA, and TSS Guidelines.

15. Regional Terms. Customer agrees to the following modifications to the Agreement if Customer's billing address is in the applicable region as described below:

Asia Pacific - All regions, excluding India

Section 2.2 is replaced as follows:

2.2 *Taxes.* Google will itemize any invoiced Taxes. If Taxes must be withheld from any payment to Google, then Customer will increase the payment to Google so that the net amount received by Google is equal to the amount invoiced, without reduction for Taxes.

The definition of "Taxes" under Section 14.19 (Definitions) is replaced as follows:

14.19 *Definitions.*

"Taxes" means all government-imposed taxes, as per the applicable law associated with the rendering and performance of the Services, including but not limited to any duties, customs duties, and any direct or indirect taxes, including any related penalties or interest, except for taxes based on Google's profit.

Asia Pacific (all regions excluding Australia, Japan, India, New Zealand, Singapore) and Latin America (all regions excluding Brazil)

Section 14.12 (U.S. Governing Law) is replaced as follows:

14.12 *Governing Law; Arbitration.*

(a) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

(b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules").

(c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.

(d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

(e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection 14.12 (e).

(f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(g) Any arbitration proceeding conducted in accordance with this Section 14.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 7 (Confidential Information), including: (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to, the arbitration proceedings. In addition to the disclosure rights under Section 7 (Confidential Information), the parties may disclose the information described in this Subsection 14.12 (g) to a competent court as may be necessary to file any order under Subsection 14.12 (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted *in camera* (in private).

(h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

Asia Pacific - India

Google Cloud India Private Limited has been appointed by Google Asia Pacific Pte. Ltd. ('GAP') as a non-exclusive reseller of the Services (as defined below) in India. For avoidance of any doubts, whilst in the Agreement, both the entities have been referred to

as 'Google.' It is hereby clarified that wherever the provisions refer to Google for sales or rights and obligations in relation thereto (including any terms relating to invoicing for sale of services, credit limit, termination of this Agreement, etc.), 'Google' shall mean Google Cloud India Private Limited, and wherever in the Agreement, the provisions refer to 'Google' as a provider of the Services or rights and obligations in relation thereto shall mean 'GAP'.

Google Cloud India Private Limited may execute Order Form(s) referencing the Agreement, but the Order Form will form a separate contract between Google Cloud India Private Limited and the Customer, and incorporate all of the terms of this Agreement. Under the agreement, whereas, as a reseller of Services, Google Cloud India Private Limited purchases the Services from GAP for resale to the Customer, the entire obligation to provide such Services under the Agreement will be met by GAP and as such, Google Cloud India Private Limited will not have any obligation related to performance of Services.

Section 2 (Payment Terms) is replaced as follows:

2. Payment Terms.

2.1 Payment.

(a) Google will invoice Customer for the Fees. **Payments for invoices are due 60 days after the invoice date (unless otherwise specified on the Order Form) and are considered overdue after such date.** All payments are due in the currency described in the invoice. Wire transfer payments must include the bank information described in the invoice.

2.2 Taxes.

(a) In consideration of the sale of Services, Customer agrees to pay to Google, the Fees plus any applicable taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer along with the Fees for sale of services, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority.

(b) If required under the applicable law, Customer will provide Google with applicable tax identification information (Goods and Services Tax Identification Number ("GSTIN"), location where the Services would be received by the customer, tax status etc.) that Google may require to ensure its compliance with applicable tax regulations in India. The Customer acknowledges that all the details provided such as the GSTIN, location where

the Services would be received by the Customer, tax status etc. are correct. The address and GSTIN provided are of the location where the Services would be received by the Customer. Customer will be liable to pay (or reimburse Google for) any taxes, interest or fines arising out of any mis-declaration by the Customer.

(c) If Customer is required by law to withhold any amounts for Income Tax on its payments to Google for sale of services, Customer must provide Google in a timely manner with a withholding tax certificate or other appropriate documentation and undertake to carry out the necessary compliances as per the applicable tax laws in India to enable Google to claim credit of such withholding taxes and provide support, as may be required for such purpose.

2.3 Invoice Disputes.

(a) Customer must submit any invoice disputes to collections@google.com before the payment due date. If the parties determine that Fees were incorrectly invoiced, then Google will issue a credit equal to the agreed amount.

Section 14.12 (U.S. Governing Law) is replaced as follows:

14.12 Governing Law.

All claims arising out of or relating to the Agreement will be governed by laws of India, excluding that state's conflict of laws rules, and will be litigated exclusively in the courts of New Delhi; the parties consent to exclusive jurisdiction in those courts.

Notwithstanding the above, the Customer can and will bring all claims with respect to Google under the Agreement against Google Cloud India Private Limited.

The definition of "Taxes" under Section 14.19 (Definitions) is replaced as follows:

“Taxes” means all taxes as per the applicable law including but not limited to any duties, or taxes (other than income tax on income), including indirect taxes such as goods and services tax (“GST”) or the taxes associated with the purchase of the Services

Previous versions of the Terms of Service for Customers with billing accounts in India are [here](#).

Asia Pacific - Indonesia

A new Section 8.6 is added:

8.6 *Termination Waiver*. The parties agree to waive any provisions under any applicable laws to the extent that a court decision or order is required for the cancellation of this Agreement.

The Indonesian version of this Agreement is accessible [here](#) and Section 14.18 is replaced as follows:

14.18 *Conflicting Languages*. This Agreement is made in the Indonesian and the English language. Both versions are equally authentic. In the event of any inconsistency or different interpretation between the Indonesian version and the English version, the parties agree to amend the Indonesian version to make the relevant part of the Indonesian version consistent with the relevant part of the English version.

Asia Pacific - Australia

A new Section 11A is added as follows:

11A. This Section 11A applies only if the Services are subject to statutory guarantees under the Australian Competition and Consumer Act 2010 (“ACCA”). Applicable laws, including the ACCA, may confer rights and remedies into this Agreement that cannot be excluded, and which are not excluded by this Agreement. To the extent that the applicable laws permit Google to limit their operation, Google’s and its Affiliates’ liability under those laws will be limited at its option, to the supply of the Services again, or payment of the cost of having the Services supplied again.

Section 12.2 (Limitation on Amount of Liability) is replaced with the following:

12.2 Limitation on Amount of Liability. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the greater of: (a) the Fees Customer paid during the 12 month period before the event giving rise to Liability, or (b) \$AUD1,000, except Google’s total aggregate Liability for damages arising out of or related to Services or Software provided free of charge is limited to US\$5,000.

Section 14.12(c) (U.S. Governing Law) is amended by inserting the following text at the end of that Section: “IF APPLICABLE LAW PREVENTS A DISPUTE FROM BEING RESOLVED IN A CALIFORNIA COURT, THEN CUSTOMER MAY FILE THE DISPUTE IN CUSTOMER’S LOCAL COURTS. IF APPLICABLE LAW PREVENTS CUSTOMER’S LOCAL COURT FROM APPLYING CALIFORNIA LAW TO RESOLVE A DISPUTE, THEN THE DISPUTE WILL BE GOVERNED BY THE APPLICABLE LOCAL LAWS OF CUSTOMER’S COUNTRY, STATE, OR OTHER PLACE OF RESIDENCE.”

Section 14.15 (Entire Agreement) is amended by inserting the following text at the end of that Section: “Nothing in this Agreement excludes a party’s liability for prior written or oral misrepresentation.”

Europe, Middle East, Africa - Algeria, Bahrain, Jordan, Kuwait, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Tunisia, Yemen, Egypt, Israel, United Arab Emirates and Lebanon

A new Section 8.7 is added as follows:

8.7 No requirement for Court Order. Both parties acknowledge and agree that a court order will not be required to give effect to any termination or amendment of the Agreement or to give effect to any other section of the Agreement.

Section 14.12 (U.S. Governing Law) is replaced as follows:

14.12 Governing Law; Arbitration.

(a) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

(b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA) ("Rules"), which Rules are deemed to be incorporated by reference to this Section.

(c) The parties will mutually select one arbitrator. The arbitration will be conducted in English and the place and the legal seat of the arbitration will be the Dubai International Financial Center, DIFC, Dubai UAE.

(d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

(e) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(f) Any arbitration proceeding conducted in accordance with this Section 14.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 7 (Confidential Information), including: (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to, the arbitration proceedings. In addition to the disclosure rights under Section 7 (Confidential Information), the parties may disclose the information described in this Subsection 14.12 (f) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted *in camera* (in private).

(g) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(h) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

Latin America - Brazil

Section 14.12 (U.S. Governing Law) is replaced as follows:

14.12 Governing Law; Arbitration.

(a) This agreement will be governed by Brazilian law.

(b) All claims arising out of or relating to this agreement or any related Google products or services (including any dispute regarding the interpretation or performance of the agreement) (“Dispute”) will be definitively resolved by arbitration in accordance with the arbitration rules of the center of arbitration and mediation of the Brazil-Canada Chamber of Commerce (“Rules”).

(c) The arbitral tribunal will be composed of three arbitrators to be appointed in accordance with the Rules. The arbitration will be conducted in Portuguese in São Paulo, Brazil, the place where the arbitral award will be rendered.

(d) The arbitral tribunal may not decide by equity.

(e) Subject to the confidentiality requirements in subsection (g), either party may petition the courts of the city of São Paulo or any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision.

(f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(g) Any arbitration proceeding conducted in accordance with this section will be considered confidential information, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may disclose the information described in this subsection (g) to a competent court as may be necessary to execute any award rendered by the arbitral tribunal or file any order under subsection (e). But the parties must request that those judicial proceedings be conducted in camera (in private).

(h) The arbitral award will determine the non-prevailing party's obligation to reimburse the arbitrators' fees, the arbitral tribunal's appointed experts' fees and expenses, and the arbitration center's administrative expenses paid in advance by the other party.

(i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitral tribunal's final decision regarding the dispute.

Section 14.18 (Conflicting Languages) is replaced as follows:

14.18 *Conflicting Languages*. This Agreement is made in Portuguese and the English language. In the event of any inconsistency or different interpretation between the Portuguese version and the English version, the parties agree to amend the Portuguese version to make the relevant part of the Portuguese version consistent with the relevant part of the English version.

North America - United States

Section 14.19 (Definitions) is changed to Section 14.20 (Definitions).

A new Section 14.19 is added:

14.19 *U.S. Federal Agency Users*. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.