

Implementation Services Agreement for G-Cloud 14

1. General Terms applicable to UK Government's Platform (G-Cloud 14)

- 1.1. General. These terms and conditions ("Agreement") govern the Buyer's use of the Services purchased under Lot 3 via the UK Government's Platform and contracted for under the G-Cloud 14 Framework Agreement and G-Cloud 14 Call-Off Contract.
- 1.2. Use of the Services. Notwithstanding any provision to the contrary in this Agreement, if the Buyer uses a service which does not form part of the Services purchased under a G-Cloud 14 Call-Off Contract ("Out of Scope Services"), the Buyer understands that it will not be able to use the Out of Scope Services under the terms of the G-Cloud 14 Framework Agreement and G-Cloud 14 Call-Off Contract. If the Buyer wishes to use the Out of Scope Services, then where the Out of Scope Services are:
 - 1.2.a. available on the Platform, the Parties will need to agree and enter into a separate G-Cloud 14 Call-Off Contract governed by the G-Cloud 14 Framework Agreement; or
 - 1.2.b. not available on the Platform, the Buyer understands that use of the Out of Scope Services will be outside of the Platform (and this procurement process) and subject to the Supplier's standard terms for the relevant Out of Scope Services. For example, if it is a Google Cloud Platform service, the terms available here: <https://cloud.google.com/terms/> will apply.
- 1.3. Prices. The Prices for the Services are set out on the Platform. If a Buyer selects different pricing and discounts through the functionality of the Services, then the Buyer understands that such activity is outside of the G-Cloud 14 Call-Off Contract terms (and this procurement process).
- 1.4. Conflict of provisions. It is acknowledged that where there is a conflict and/or inconsistency in relation to this Agreement and the other documents comprising the Supplier's relationship with the Buyer under G-Cloud 14, the order of precedence will be as set out in the G-Cloud 14 Framework Agreement.
- 1.5. Governing Law. It is acknowledged that the Agreement is governed by English law as further set out in clause 15.1 of the G-Cloud 14 Framework Agreement and incorporated into the G-Cloud 14 Call-Off Contract by clause 2.1 of the G-Cloud 14 Call-Off Contract (as applicable) and the Parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Agreement, but either Party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.

- 1.6. Indemnities. For the avoidance of doubt and to clarify the position, both Parties agree that the indemnity set out in clause 10 of the G-Cloud 14 Call-Off Contract does not apply to any claim by the Buyer related to Buyer Personal Data. All claims by the Buyer related to Buyer Personal Data are subject to the limitations of the Data Protection Liability Cap.
- 1.7. Interpretation. When interpreting this Agreement, references to:
- 1.7.a. Customer means Buyer (as defined in the G-Cloud 14 Call-Off Contract);
 - 1.7.b. Google means Supplier (as defined in the G-Cloud 14 Call-Off Contract);
 - 1.7.c. Effective Date means the Start Date (as defined in the G-Cloud 14 Call-Off Contract);
 - 1.7.d. Services means the Services (as defined in the G-Cloud 14 Call-Off Contract and covering Lot 3 services only); and
 - 1.7.e. Term means the Term (as defined in the G-Cloud 14 Call-Off Contract).

Implementation Services Agreement

To receive the Services described below, Customer agrees to the terms of this Implementation Services Agreement, including any Regional Terms below (the "Agreement"). Together with any applicable Order Form, the Agreement governs Customer's receipt of Services from Google. "Google" has the meaning given at <https://cloud.google.com/terms/google-entity>. (<https://cloud.google.com/terms/google-entity>).

1. Services

1.1 *Services*. Google will provide Services, including Deliverables, to Customer in accordance with the Agreement, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).

1.2 *Change Orders*. Any changes to an Order Form require a written amendment signed by Customer and Google.

1.3 *Personnel*. Google will determine which Personnel will perform the Services. If Customer requests a change of Personnel and provides a reasonable and legal basis for such request, Google will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.

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

1.5 *Compliance with Customer's Onsite Policies and Procedures*. Google's Personnel performing Services at Customer's facilities will comply with Customer's reasonable written onsite policies and procedures provided in advance to Google.

2. Customer Obligations.

2.1 *Cooperation*. Customer will provide reasonable and timely cooperation in connection with Google's provision of the Services. Google will not be liable for a

delay caused by Customer's failure to provide Google with information, materials, consents or access to Customer facilities, networks or systems required for Google to perform the Services. If Google informs Customer of such failure and Customer does not cure the failure within 30 days, then: (a) Google may terminate any incomplete Services and (b) in addition to any fees due under Section 7.3(b) (Effect on Payment), Customer will pay actual costs incurred by Google for the cancelled Services, provided Google will make commercially reasonable efforts to mitigate those costs, which will not exceed the Fees.

2.2 Consents. Customer is responsible for any consents and notices required to permit Customer's use and receipt of the Services.

2.3 No Personal Data. Customer acknowledges that Google does not need to process Personal Data to perform the Services. Customer will not provide Google with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Google's processing of such Personal Data.

3. Payment Terms.

3.1 Payment. Customer will pay all Fees for Services ordered under the Agreement. Google will invoice Customer for the Fees. Customer will pay all invoiced amounts by the Payment Due Date. All payments are due in the currency described in the invoice. Wire transfer payments will include the bank information described in the invoice. Unless required by law, Fees for some Services may be non-cancellable, as specified on an Order Form.

3.2 Taxes. Google will itemize any invoiced Taxes. Customer will pay invoiced Taxes unless Customer provides a valid tax exemption certificate. Customer may withhold Taxes if Customer provides a valid receipt evidencing the taxes withheld.

3.3 Invoice Disputes. Customer will submit any invoice disputes in good faith to collections@google.com (mailto:collections@google.com) before the Payment Due Date. If the parties determine that Fees were incorrectly invoiced, Google will issue a credit equal to the agreed amount.

3.4 Overdue Payments.

- a. Customer's payment of Fees is overdue if Google has not received it by the Payment Due Date. If Customer's payment is overdue, except for amounts subject to an Invoice Dispute submitted before the Payment Due Date, Google may (i) charge interest on overdue amounts at 1.5% per month (or the

highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (ii) Suspend the Services or terminate the applicable Order Form.

b. Customer will reimburse Google for all reasonable expenses (including attorneys' fees) incurred by Google in collecting overdue payments except where such payments are due to Google's billing inaccuracies.

3.5 *Expenses*. Customer will reimburse expenses:

a. as specifically described in the applicable Order Form; or

b. up to the amounts specified as "expenses" in the applicable Order Form that are actual, reasonable, and necessary.

3.6 *Partner Orders*. If Customer orders Services from a Partner: (a) Customer will pay the Partner for the Services under payment terms agreed to between Customer and the Partner, (b) Sections 3.1-3.5 (Payment) of the Agreement will not apply to the Services, and (c) Google will not owe any credits or refunds for the Services to Customer. Customer may obtain credits or refunds for the Services from the Partner to the extent agreed to between Customer and the Partner.

4. Intellectual Property.

4.1 *Background IP*. Customer owns all rights, title and interest in Customer's Background IP. Google owns all rights, title and interest in Google's Background IP. Customer grants Google a license to use Customer's Background IP to provide the Services (with a right to sublicense to Google Affiliates and subcontractors). Except for the license rights under Sections 4.2 (Google Technology) and 4.3 (Deliverables), neither party will acquire any right, title, or interest in or to the other party's Background IP under the Agreement.

4.2 *Google Technology*. Google owns all rights, title and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license to use the Google Technology in connection with the Deliverables for Customer's internal business purposes.

4.3 *Deliverables*. Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license to use, reproduce and modify the Deliverables for Customer's internal business purposes.

4.4 *Feedback*. At its option, Customer may provide feedback and 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.

5. Confidentiality.

5.1 Confidentiality Obligations. Subject to Section 5.2 (Disclosure of Confidential Information), the recipient will use the other party's Confidential Information only to exercise its rights and fulfill its obligations under the Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

5.2 Disclosure of Confidential Information.

a. *General.* Regardless of any other provision in the Agreement, the recipient and its Delegates may disclose the other party's Confidential Information (i) with the other party's written consent or (ii) in accordance with a Legal Process request, subject to Section 5.2(b) (Legal Process Notification).

b. *Legal Process Notification.* The recipient will use commercially reasonable efforts to notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.

c. *Opposition.* The recipient will, and will ensure that its Delegates will, comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

5.3 Marketing and Publicity. Each party may use the other party's Brand Features in connection with the Agreement as permitted in the Agreement. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on an agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features

will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

6. Warranties and Remedies.

6.1 *Mutual Warranty.* Each party represents and warrants that it has full power and authority to enter into the Agreement.

6.2 *Google Warranty.* Google will perform the Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Services. Google will use Personnel with the requisite skills, experience, and qualifications to perform the Services. Any claim that Google has breached this warranty will be made within 30 days after Google has provided the Services, subject to applicable law.

6.3 *Remedies.* Subject to applicable law, Google's entire Liability and Customer's sole remedy for Google's failure to provide Services that conform with Section 6.2 (Google Warranty) will be for Google to at its option: (1) use commercially reasonable efforts to re-provide the Services or (2) terminate the Order Form and refund any applicable Fees received for the nonconforming Services.

6.4 ***Disclaimer.*** Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services.

7. Term; Termination.

7.1 *Agreement Term.* The Agreement will start on the Effective Date and continue until the expiration or termination of the Order Form.

7.2 *Termination for Breach.*

a. *Termination of an Order Form.* Either party may terminate an Order Form if the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice.

b. *Termination of the Agreement.* Either party may terminate the Agreement if the other party: (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (ii) ceases its business operations or to the extent permitted by applicable law, becomes subject to insolvency proceedings and such proceedings are not dismissed

within 90 days; or (iii) an applicable law or government order prohibits the provision of the Services.

7.3 Effects of Termination. If the Agreement terminates or expires, then unless otherwise agreed in writing between the Parties, all Order Forms also terminate or expire. The termination or expiration of one Order Form will not affect other Order Forms. If an Order Form terminates or expires, then:

- a. *Effect on Services.* The rights under the Agreement granted by one party to the other regarding the Services will cease immediately except as described in this Section 7.3 (Effects of Termination); and Google will stop work on the Services and at Customer's request provide any work-in-progress Deliverables to Customer;
- b. *Effect on Payment.* Customer will pay for: (i) Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) except as required by law, any remaining non-cancellable Fees. Google will send Customer a final invoice for payment obligations under the Order Form.
- c. *Survival.* The following Sections of the Agreement will survive expiration or termination of the Agreement: 3 (Payment Terms), 4 (Intellectual Property), 5 (Confidentiality), 6.3 (Remedies), 6.4 (Disclaimer), 7.3 (Effects of Termination), 8 (Indemnification), 9 (Liability), 11 (Miscellaneous), and 12 (Definitions).

8. Indemnification.

8.1 Google Indemnification Obligations. Google will defend Customer against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Customer's use of Google Indemnified Materials in accordance with the Agreement infringes the third party's Intellectual Property Rights.

8.2 Customer Indemnification Obligations. Customer will defend Google, its Personnel, and its Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from any Customer Indemnified Materials.

8.3 Indemnification Exclusions. Sections 8.1 (Google Indemnification Obligations) and Section 8.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from:

- a. the indemnified party's breach of the Agreement; or

- b. modifications to the Google Indemnified Materials or Customer Indemnified Materials (as applicable) by anyone other than the indemnifying party; or
- c. combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement; or
- d. compliance with the indemnified party's instructions, design or request for customized features.

8.4 Indemnification Conditions. Sections 8.1 (Google Indemnification Obligations) and 8.2 (Customer Indemnification Obligations) are conditioned on the following:

- a. The indemnified party will 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 8.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 8.1 (Google Indemnification Obligations) or 8.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
- b. The indemnified party will 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.

8.5 Remedies.

- a. If Google reasonably believes the Services or Deliverables 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 or Deliverables; (ii) modify the Services or Deliverables to make them non-infringing without materially reducing their functionality; or (iii) replace the Services or Deliverables with a non-infringing, functionally equivalent alternative.
- b. If Google does not believe the remedies in Section 8.5(a) (Remedies) are commercially reasonable, then Google may (i) terminate the impacted

Services and Customer's use of the impacted Deliverables and (ii) provide a pro-rated refund of any Fees paid for such Services or Deliverables.

8.6 *Sole Rights and Obligations.* Without affecting either party's termination rights, and to the extent permitted by applicable law, this Section 8 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third party allegations of Intellectual Property Rights infringement covered by this Section 8 (Indemnification).

9. Liability.

9.1 *Limited Liabilities.*

a. To the extent permitted by applicable law and subject to Section 9.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any:

**i. indirect, consequential, special, incidental, or punitive damages;
or**

ii. lost revenues, profits, savings, or goodwill.

b. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the Order Form.

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

a. death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

b. its fraud or fraudulent misrepresentation;

c. its obligations under Section 8 (Indemnification);

d. its infringement of the other party's Intellectual Property Rights;

e. its payment obligations under the Agreement; or

f. matters for which liability cannot be excluded or limited under applicable law.

10. Insurance.

During the term of the Agreement, each party will maintain, at its own expense, appropriate insurance coverage applicable to performance of the party's respective obligations under the Agreement, such as general commercial liability, worker's compensation, automobile liability, and professional liability.

11. Miscellaneous.

11.1 *Notices.* Google will provide notice to Customer under the Agreement by sending an email to the Notification Email Address. Customer will provide notice to Google by sending an email to legal-notices@google.com (mailto: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.

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

11.3 *Assignment.* Neither party may assign the Agreement without the written consent of the other, except Google may assign the Agreement to an Affiliate where: (a) the Affiliate will be responsible for Google's obligations under the Agreement; and (b) Google has notified the Customer of the assignment. Any other attempt to assign is void.

11.4 *Change of Control.* If a party experiences a change of Control other than an internal restructuring or reorganization: (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 the Agreement any time within 30 days after it receives that written notice.

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

11.6 *No Agency.* The Agreement does not create any agency, partnership, or joint venture between the parties or the relationship of employer and employee between: (a) the parties, or (b) one party and the other party's Personnel.

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

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

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

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

11.11 *Governing Law*. All claims arising out of or relating to the 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; the parties consent to personal jurisdiction in those courts.

11.12 *Amendments*. Except as specifically described otherwise in the Agreement, any amendment to the Agreement will be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

11.13 *Updates*. Google may update the terms of the Agreement from time to time. The terms of the updated Agreement will apply only to Order Forms signed by Customer and Google after Google posts the updated Agreement to a publicly available URL.

11.14 *Independent Development*. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs or technology that are similar to the subject of the Agreement, provided that the party does not violate its obligations under the Agreement in doing so.

11.15 *Entire Agreement*. The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the 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 described in the Agreement. Nothing in the Agreement grants any right for Customer to use materials, products or services that are made available to Google customers under a separate license or agreement.

11.16 *Conflicting Terms*. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the applicable Order Form and the Agreement.

11.17 *Conflicting Languages*. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

11.18 *Counterparts*. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

11.19 *Electronic Signatures*. The parties consent to electronic signatures.

11.20 *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.

12. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Background IP" means all Intellectual Property owned or licensed by a party (a) before the Effective Date of the applicable Order Form or (b) independent of the Services.

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Customer Indemnified Materials" means: (a) Customer Background IP, and any other information, materials, or technology provided to Google by Customer in connection with the Services (in each case, excluding any open source software); and (b) Customer's Brand Features. Customer Indemnified Materials do not include Google Technology or Deliverables.

“Customer” means the Party purchasing Services from Google as identified on an applicable Order Form.

“Deliverables” means work product created specifically for Customer by Google Personnel as part of the Services and specified as Deliverables as part of an Order Form.

“Effective Date” means the date of the last party’s signature of an Order Form incorporating the Agreement.

“Fees” means the applicable fees for the Services as specified in an Order Form, including any reimbursable expenses (if applicable).

“Google Indemnified Materials” means (a) Deliverables and Google Technology (in each case, excluding any open source software); or (b) Google’s Brand Features. Google Indemnified Materials do not include Customer Background IP.

“Google Technology” means: (a) Google Background IP, (b) all Intellectual Property and know-how applicable to Google products and services, and (c) tools, code, algorithms, modules, materials, documentation, reports and technology developed in connection with the Services that have general application to Google’s other customers, including derivatives of and improvements to Google’s Background IP. Google Technology does not include Customer Background IP or Customer Confidential Information.

“Including” or *“including”* means including but not limited to.

“Indemnified Liabilities” means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs in a final judgment awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“Intellectual Property” or *“IP”* means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“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 applicable Order Form.

"Order Form" means an order form or other document issued by Google under the Agreement, including data sheets associated with Services described in the order form, and executed by Customer and Google specifying the Services Google will provide to Customer.

"Partner" means a third party authorized by Google to resell the Services.

"Payment Due Date" means the payment due date stated in the applicable Order Form, or in its absence, 30 days from the invoice date.

"Personal Data" means personal data that: (a) has the meaning given to it in: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR"); or (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force ("UK GDPR"), as applicable; and (b) would cause Google to be subject to the EU GDPR or the UK GDPR (as applicable) as a data processor for Customer.

"Personnel" means a party's and its Affiliates' respective directors, officers, employees, agents, and subcontractors.

"Services" means the then-current advisory and implementation services described at g.co/cloudpsoterm (<https://services.google.com/fh/files/misc/cloud-pso-services-list.pdf>) and similar advisory or implementation services designed to help Customer use Google products and services. Services do not include Training Services.

"Tax(es)" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.

"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 Brand Terms and Conditions, located at: <http://www.google.com/permissions/trademark/brand-terms.html>. (<https://www.google.com/permissions/trademark/brand-terms/>)

"Training Services" means education and certification services related to Google products and services for individual or groups of users described as training at g.co/cloudpsoterm (<https://services.google.com/fh/files/misc/cloud-pso-services-list.pdf>).

13. Regional Terms.

Customer agrees to the following modifications to the Agreement if Customer has a billing address in the locations described below:

Americas

Argentina, Bolivia, Chile, Colombia, Costa Rica, Cuba, Ecuador, El Salvador, Guatemala, Haití, Honduras, México, Nicaragua, Panamá, Paraguay, Puerto Rico, Perú, República Dominicana, Uruguay or Venezuela

1. Sections 4.2 and 4.3 are replaced with the following:

4.2 *Google Technology*. Google owns all rights, title and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, non-transferable license to the maximum extent permitted by law, to use the Google Technology in connection with the Deliverables for Customer's internal business purposes.

4.3 *Deliverables*. Google grants Customer a limited, worldwide, non-exclusive, non-transferable license to the maximum extent permitted by law, to use, reproduce and modify the Deliverables for Customer's internal business purposes.

Canada

1. Section 11.11 (Governing Law) is replaced with:

Governing Law. All claims arising out of or relating to the Agreement or the Services will be governed by Ontario law and the applicable laws of Canada, excluding that province's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Ontario located in Toronto, Ontario; the parties consent to personal jurisdiction in those courts.

Asia Pacific

Asia Pacific - All regions, excluding India

Section 3.2 is replaced as follows:

3.2 *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 12 (Definitions) is replaced as follows:

"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.

For purposes of Sections 5.3 (Marketing and Publicity) and 6.4 (Disclaimer), "Google" also includes "Google Affiliates".

Asia Pacific (all
regions excluding
Australia, Japan, India,
New Zealand,
Singapore)

Section 11.11 (Governing Law) is replaced with the following:

11.11 *Governing Law; Arbitration.*

- a. ALL CLAIMS ARISING OUT OR RELATING TO THE 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 the 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 (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 will be considered Confidential Information under the Agreement’s confidentiality section, 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 also disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (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.

i. The parties agree that a decision of the arbitrators need not to be made within any specific time period.

Indonesia

If Customer orders Services from PT Google Cloud Indonesia, the Indonesian version of this Agreement is accessible [here](https://cloud.google.com/terms/professional-services) (<https://cloud.google.com/terms/professional-services>) and Section 11.17. (Conflicting Languages) is replaced with:

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.

A new Section 7.4 is added:

Waiver of Laws. Where applicable, the parties agree that for effectiveness of the termination clauses under the Agreement, to waive any provisions, procedures and operation of any applicable law to the extent that a court order is required for termination of the Agreement.

Australia, Japan, Indonesia, Korea and New Zealand

For Google Australia Pty Ltd., Google Cloud Japan G.K., PT Google Cloud Indonesia, Google Cloud Korea, and Google New Zealand Limited, "Google" means Google Asia Pacific Pte. Ltd. and/or its Affiliates (including Google Australia Pty Ltd., Google Cloud Japan G.K., PT Google Cloud Indonesia, Google Cloud Korea, and Google New Zealand Limited, as applicable) as the context requires.

India**India**

1. For Customers who order Services from Google Cloud India Private Limited: (a) except for this Section, the terms of the Agreement do not apply and (b) the terms of the [Implementation Services Agreement India - GCP](https://cloud.google.com/terms/professional-services/india) (<https://cloud.google.com/terms/professional-services/india>) apply.

Australia

A new Section 6.5 is added as follows:

6.5. This Section 6.5 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 9.1(b) (Unlimited Liabilities) is replaced with the following:

b. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the greater of: (a) Fees Customer paid under the Order Form, and (b) AUD\$1,000.

Section 11.11 (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 11.15 (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

Europe, the Middle East, and Africa

1. Section 3.2 (Taxes) is replaced with:

Taxes. Google will itemise any invoiced Taxes. Customer will pay invoiced amounts without any deduction or withholding.

2. Section 3.4 (Overdue Payments) is replaced with:

Overdue Payments.

a. Customer's payment of Fees is overdue if Google has not received it by the Payment Due Date. If Customer's payment is overdue, Google may: (i) charge interest on overdue amounts at 2% per year above the base rate of Barclays Bank PLC from the Payment Due Date until paid in full whether before or after judgment, and (ii) Suspend the Services or terminate the applicable Order Form.

b. Customer will reimburse Google for all reasonable expenses (including legal fees) incurred by Google in collecting overdue payments except where such payments are due to Google's billing inaccuracies.

3. Section 6.4 (Disclaimer) is replaced with:

Disclaimer. No conditions, warranties or other terms apply to the provision of the Services or Deliverables unless expressly described in the Agreement. No implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). Google does not warrant that operation of the Services or Deliverables will be error-free or uninterrupted.

4. Section 7.3(b) (Termination of the Agreement) is replaced with:

Termination of the Agreement. Either party may terminate the Agreement if the other party: (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; or (ii) enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, or is dissolved or otherwise ceases its business operations or becomes subject to insolvency or bankruptcy proceedings and such proceedings are not dismissed within 90 days.

5. Section 8.1(Google Indemnification Obligations) is replaced with:

Google Indemnification Obligations. Google will indemnify Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Customer Indemnified Parties' use in accordance with the Agreement of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

6. Section 8.2 (Customer Indemnification Obligations) is replaced with:

Customer Indemnification Obligations. Customer will indemnify Google, its Personnel, and its Affiliates, against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from any Customer Indemnified Materials.

7. Section 9 (Liability) is replaced with:

Liability.

9.1 Limited Liabilities.

a. Subject to Section 9.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any:

- i. loss of profits;
- ii. loss of anticipated savings;
- iii. loss of business opportunity;
- iv. loss of reputation or goodwill; or
- v. indirect or consequential losses.

b. Subject to Sections 9.1(a) and 9.2 (Unlimited Liabilities), each party's total Liability for all claims arising out of or relating to the Agreement in any Contract Year is limited to the greater of:

- i. the total Fees paid by Customer in the relevant Contract Year for the Services (if any); and
- ii. £25,000.

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

- i. death or personal injury resulting from its negligence or the negligence of its employees or agents;
- ii. its fraud or fraudulent misrepresentation;
- iii. its infringement of the other party's Intellectual Property Rights;
- iv. its payment obligations under the Agreement;
- v. or matters for which liability cannot be excluded or limited under applicable law.

8. Section 11.11 (Governing Law) is replaced with:

Governing Law.

- a. The Agreement and any dispute (contractual or non-contractual) concerning the Agreement or its subject matter or formation (a "Dispute") is/are governed by English law.
- b. Any Dispute will be referred to and finally resolved by arbitration under the rules of the LCIA, which rules are deemed to be incorporated by reference into this Section. The number of arbitrators will be three. The seat, or legal place, of arbitration will be London, England. The language to be used in the arbitration will be English.
- c. This Section 11.11 is without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief (together "Interim Relief"). Except where Customer has its registered office or principal place of business in Russia or Ukraine, such Interim Relief will be subject to review and subsequent adjudication by the arbitral tribunal such that any dispute in respect of Interim Relief will be determined by the arbitral tribunal.

9. The following new Definitions are added to Section 12:

"commercially reasonable efforts" means reasonable endeavours.

"Contract Year" means a period of one calendar year starting on the Effective Date or the relevant anniversary of the Effective Date (as appropriate).

10. The Definition below is replaced with the following language:

"Tax(es)" means any duties, customs fees, or taxes (other than Google's income tax), including indirect taxes such as goods and services tax and value-added tax, associated with the purchase of the Services, and any related penalties or interest.

PREVIOUS VERSIONS *(Last modified November 16, 2023)*

[April 19, 2023](#)

[\(/terms/professional-services/index-20230419\)](#)

[December 16, 2020](#)

[\(/terms/professional-services/index-20201216\)](#)

[May 11, 2020](#)

[\(/terms/professional-services-20200511\)](#)

[March 26, 2020](#)

[\(/terms/professional-services-20200326\)](#)

[February 12, 2020](#)

[\(/terms/professional-services-20200212\)](#)

[January 31, 2020](#)

[\(/terms/professional-services-20200131\)](#)

[November 21, 2019](#)

[\(/terms/professional-services-20191121\)](#)

[October 1, 2019](#)

[\(/terms/professional-services-20191001\)](#)

[May 30, 2019](#)

[\(/terms/professional-services-20190530\)](#)