

Google Cloud Platform Licence Agreement

These terms and conditions (“**Agreement**”) govern the Buyer’s use of the Services purchased via the UK Government’s Digital Marketplace and contracted for under the G-Cloud 10 Framework Agreement and G-Cloud 10 Call-Off Contract.

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 10, the order of precedence will be as follows:

1. The completed Order Form (as defined under the G-Cloud 10 Framework Agreement);
2. The G-Cloud 10 Framework Agreement;
3. The clauses of the G-Cloud 10 Call-Off Contract (excluding this Agreement);
4. This Agreement; and
5. Any other document referred to in the Call-Off Contract clause.

When interpreting this Agreement, references to:

1. Customer means Buyer (as defined in the G-Cloud 10 Call-Off Contract);
2. Google means Supplier (as defined in the G-Cloud 10 Call-Off Contract);
3. Effective Date means the Start Date (as defined in the G-Cloud 10 Call-Off Contract);
4. Services means the Services (as defined in the G-Cloud 10 Call-Off Contract and covering Lot 1 services only); and
5. Term means the Term (as defined in the G-Cloud 10 Call-Off Contract).

1. Provision of the Services.

1.1 Services Use. Google will provide the Services to Customer. Customer may use the Services, subject to this Agreement.

1.2 Admin Console. In connection with using the Services, Customer will have access to the Admin Console, through which Customer may administer 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, its passwords for the Account, and for any use of its Account. If Customer becomes aware of any unauthorised use of its password or the Account, Customer will notify Google as promptly as possible. Google has no obligation to provide Customer with multiple Accounts.

1.4 Data Processing and Security.

a. Use of Customer Data. Google will not access or use Customer Data, except as necessary to provide the Services to Customer.

b. Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by this reference into this Agreement.

c. Updates to Data Processing and Security Terms. Google may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:

- i. is commercially reasonable; and
- ii. does not result in a degradation of the overall security of the Services; and
- iii. does not expand the scope of or remove any restrictions on Google’s processing of Customer Personal Data, as described in Section 5.2 (Scope of Processing) of the Data Processing and Security Terms; and
- iv. does not otherwise have a material adverse impact on Customer’s rights under the Data Processing and Security Terms.

If Google makes a material change to the Data Processing and Security Terms in accordance with this Section 1.4c, Google will notify Customer.

1.5 Modifications.

a. Modifications to URL Terms.

- i. General Changes. Google may make changes to the URL Terms. Subject to Section 1.5(a)(ii) (SLA Changes) below, (A) Google will notify Customer of any material change to the URL Terms; and (B) material changes to the URL Terms will become effective 30 days after notice is given, except if the changes apply to new functionality, in which case the changes will be effective as soon as Customer uses the new functionality.
- ii. SLA Changes. Google will provide at least 90 days' advance notice of materially adverse changes to an SLA. Notice may also be given via the applicable SLA webpage. Material adverse changes to the SLAs will become effective after the 90-day notice period.
- iii. Objection to Changes. If Customer believes that a change to the URL Terms has a material adverse impact on Customer, and the change is not a result of Google complying with a court order or applicable law, then: (A) Customer may notify Google of its objection to the change within 60 days after Google provides notice under Section 1.5(a)(i) or Section 1.5(a)(ii); and (B) if Customer notifies Google, the URL Terms in effect immediately before the change will continue to apply until the earlier of: (i) the end of the then-current Initial Term or Renewal Term; or (ii) 12 months after Google's notice was given. If Customer does not notify Google of its objection, then the updated URL Terms will apply to Customer as stated in Section 1.5(a)(i) (General Changes) or 1.5(a)(ii) (SLA Changes), as applicable.

- b. Modifications to Services. Subject to Section 1.5(c) (Deprecation Policy) below, Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services, and will notify Customer of any material change. The use of new features or functionality may be contingent upon Customer's agreement to additional terms.

- c. Deprecation Policy. Google will notify Customer if it intends to make a Significant Deprecation. Google will continue to provide the Services without the Significant Deprecation for at least 12 months after notification, unless Google reasonably determines that: (i) Google is prohibited by law or by contract (including if there is a change in applicable law or contract), or (ii) continuing to provide the Services without the Significant Deprecation could create a (A) security risk or (B) substantial economic or technical burden. This policy is the "Deprecation Policy".

1.6 Service Specific Terms. The Service Specific Terms are incorporated by this reference into this Agreement.

2. Payment Terms.

- 2.1 Usage and Invoicing. Customer will pay all Fees based on: (a) Customer's use of the Services; (b) any Committed Units selected; (c) any Committed Purchases selected; and/or (d) any Package Purchases selected. Google will invoice Customer on a monthly basis for those Fees accrued at the end of each month unless otherwise stated at the URL designating the Prices for an applicable SKU. Google's measurement of Customer's use of the Services is final. Google has no obligation to, but may in its discretion, provide multiple invoices.
- 2.2 Payment. Customer will pay for all Fees by the Payment Due Date. All payments are due in the currency stated in the invoice. Payments made by wire transfer must comply with the instructions specified on the invoice.
- 2.3 Taxes. Taxes are not included in the Prices. Unless Customer provides Google with a timely and valid tax exemption certificate, Customer will pay any invoiced Taxes for the Services that are itemised and correctly stated, and Customer will pay Google the full Fees specified in the Agreement, without reduction for Taxes.
- 2.4 Invoice Disputes. Customer must submit any invoice disputes before the Payment Due Date. If the parties determine 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 the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice, and Customer will be responsible for paying the resulting net balance due on that invoice.
- 2.5 Overdue Payments. Customer's payment of undisputed Fees is overdue if Google has not yet received it by the Payment Due Date. If a payment is overdue, Google may: (a) charge interest on the overdue amount at the rate of 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 (b) Suspend the Services or terminate for cause in accordance with Section 9.3 (Termination). Customer will be responsible for all reasonable expenses (including legal fees) incurred by Google in collecting such overdue amounts except where such overdue amounts are due to Google's billing inaccuracies.

2.6 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer fails to provide a purchase order number, then (a) Google will invoice Customer without a purchase order number; and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order do not apply to this Agreement and are void.

2.7 Revising Prices. Google may modify its Prices at any time; however, Google will notify Customer at least 30 days in advance of any increase in Prices.

3. Customer Obligations.

3.1 Compliance. Customer will: (a) ensure that its use of the Services (including use by its End Users) complies with this Agreement, including the AUP; (b) use commercially reasonable endeavours to prevent unauthorised use of the Services and to terminate any unauthorised use; and (c) promptly notify Google of any unauthorised use of, or access to, the Services of which Customer becomes aware. Google reserves the right to review an Application, Project, and Customer Data to ensure Customer's compliance with this Agreement (including the AUP) where Google reasonably believes that the Application, Project, or Customer Data (as applicable) does not comply with this Agreement (including the AUP).

3.2 Consents. Customer will obtain and maintain any required consents and send any required notices, each as necessary to permit (a) Customer's use of the Services and (b) the accessing and processing of Customer Data under this Agreement.

3.3 Restrictions. Unless Google specifically agrees in writing, Customer will not, and will not allow End Users or third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent expressly permitted by applicable law); (b) subject to Section 18.2 (Assignment), sublicense, transfer or distribute any or all of the Services; (c) sell, resell, or otherwise make the Services available as a commercial offering to a third party; or (d) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) to create, transmit, process, or store any Customer Data that is subject to the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State; or (iv) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services.

4. Suspension and Removals.

4.1 AUP Violations. If Google becomes aware that Customer's or any End User's use of the Services does not comply with the AUP or this Agreement, Google will give Customer notice of such violation by requesting that Customer correct the violation. If Customer fails to correct such violation within 24 hours, or if Google is otherwise required by law to take action, then Google may Suspend all or part of Customer's use of the Services.

4.2 Emergency Security Issues. Google may immediately Suspend Customer's use of the Services if: (a) there is an Emergency Security Issue, or (b) Google is required to Suspend such use immediately to comply with applicable law. At Customer's request, and in accordance with applicable law, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible.

4.3 Effects of Suspension. Any Suspension under this Section 4 will be to the minimum extent and for the shortest duration to, as applicable: (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.

5. Intellectual Property Rights; Feedback; Brand Features; Benchmarking.

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 owns all Intellectual Property Rights in any Customer Data, Applications and Projects, and Google owns all Intellectual Property Rights in the Services and Software.

- 5.2 **Feedback.** If Customer provides Feedback about the Services to Google, then Google may make use of the Feedback without obligation to Customer. Under this Section, Customer assigns to Google all right, title, and interest in the Intellectual Property Rights in the Feedback.
- 5.3 **Brand Features.** Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features with written notice to the other party and a reasonable period to stop the use. Neither party may display or use the other party's Brand Features in connection with this Agreement beyond what is allowed in this Agreement without the other party's prior written consent.
- 5.4 **Benchmarking.** Customer may not publicly disclose directly or through a third party the results of any comparative or compatibility testing, benchmarking, or evaluation of the Services (each, a "**Test**"), unless the disclosure includes all information necessary for Google or a third party to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of the Services and publicly discloses the results directly or through a third party, then Google (or a Google directed third party) may conduct Tests of Customer's publicly available cloud products or services and publicly disclose the results of any such Test (which disclosure will include all information necessary for Customer or a third party to replicate the Test).

6. **Technical Support Services.**

- 6.1 **By Customer.** Customer is responsible for technical support of its Applications and Projects.
- 6.2 **By Google.** Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines.

7. **Software.**

- 7.1 **Provision of Software.** If applicable, Google will provide Software to Customer and Customer may use the Software provided by Google in connection with the Services.
- 7.2 **Third Party Licence Terms.** Certain components of the Software (including open source software) may be subject to separate third party licence terms, which Google will provide to Customer along with such third party components.
- 7.3 **Effects of Termination.** If the Agreement terminates or expires, then Customer will stop using the Software.

8. **Confidential Information.**

- 8.1 **Obligations.** Subject to Section 8.2 (Disclosure of Confidential Information), the recipient will not disclose the other party's Confidential Information, except to 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 use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.
- 8.2 **Disclosure of Confidential Information.**
- a. **General.** Subject to Section 8.2(b) (Notification) and notwithstanding any provision to the contrary in this Agreement, the recipient may disclose the other party's Confidential Information: (i) in accordance with a Legal Process or (ii) with the other party's written consent.
 - b. **Notification.** Before the recipient discloses the other party's Confidential Information in accordance with a Legal Process, the recipient will use commercially reasonable endeavours to promptly notify the other party. Google will give notice via the Notification Email Address. Notice will not be given 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 to any person.
 - c. **Opposition.** The recipient will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

9. **Term and Termination.**

- 9.1 **Agreement Term.** This Agreement will remain in effect for the Term.

- 9.2 **Auto Renewal.** At the end of the Initial Term, the Agreement will automatically renew for consecutive terms of 12 months (each a “**Renewal Term**”), unless either party provides the other party with written notice of its decision not to renew at least 30 days before the end of the then-current Initial Term or Renewal Term (as applicable).
- 9.3 **Termination.** Either party may immediately suspend performance of its obligations under or terminate this Agreement if the other party: (a) is in material breach of this Agreement: (i) and, if that breach is curable, fails to cure that breach within 30 days after receipt of written notice; or (ii) more than 2 times, notwithstanding any cure of such breaches; or (b) 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 the proceedings are not dismissed within 90 days.
- 9.4 **Effects of Termination.** When this Agreement terminates or expires, then: (a) the rights granted under this Agreement by one party to the other regarding the Services will cease immediately (except as stated in this Section 9.4 (Effects of Termination) and Section 18.13 (Survival)); (b) Google will send Customer a final invoice; and (c) Customer will delete Customer Data from the Services by the effective date of termination or expiration (as applicable).
- 9.5 **Ceasing Services Use.** Customer may stop using the Services at any time.
- 9.6 **Termination of any previous agreements.** If Google and Customer have previously entered into a Cloud Platform Licence Agreement, that agreement will terminate on the Effective Date and be replaced with this Agreement.
10. **Publicity.** In relation to this Agreement, (a) Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines, and (b) Google may (i) orally state that Customer is a Google customer, and (ii) include Customer’s name or Customer Brand Features in a list of Google customers in Google’s promotional materials.
11. **Representations and Warranties.** Each party represents and warrants that it has full power and authority to enter into this Agreement. Google warrants that it will: (a) use reasonable care and skill in complying with its obligations under this Agreement, and (b) provide the Services in accordance with the applicable SLA. To the extent permitted by law, the only remedies for failure to provide the Services in accordance with the applicable SLA are those stated in the SLA.
12. **Disclaimer.** No conditions, warranties or other terms apply to the provision of the Services unless expressly stated in this Agreement. Subject to Section 13.1, 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 the operation of the Services will be error-free or uninterrupted. The Services are not designed, manufactured, or intended for High Risk Activities. If Google has complied with its obligations under this Agreement and there is a deletion of any Customer Data, then Google is not responsible or liable for such deletion of Customer Data.
13. **Limitation of Liability.**
- 13.1 Nothing in this Agreement will exclude or limit either party’s liability for:
- (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of any implied condition as to title or quiet enjoyment; or
 - (d) payment of sums properly due and owing to the other in the course of normal performance of this Agreement.
- 13.2 Subject to Section 13.1, neither party will be liable under this Agreement (whether in contract, tort (including negligence) or otherwise) for any of the following losses suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date of this Agreement):
- (a) loss of actual or anticipated profits (including loss of profits on contracts);
 - (b) loss of anticipated savings;

- (c) loss of business opportunity;
- (d) loss of reputation or damage to goodwill; or
- (e) special, indirect or consequential losses.

13.3 Subject to Sections 13.1 and 13.2, each party's total liability under or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) arising in any Contract Year is limited to the greater of:

- (a) 100% of the total Fees paid and payable to Google under this Agreement in the relevant Contract Year; and
- (f) £25,000.

If the total Fees referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed (the "**Applicable Time**"), it will be calculated on a pro-rata basis as $X/Y \times Z$. Where:

X = the Fees paid and payable to Google under this Agreement in the relevant Contract Year before the Applicable Time;

Y = the number of days elapsed in the relevant Contract Year before the Applicable Time; and

Z = 365

14. Indemnification.

- 14.1 Google Indemnification Obligations. Subject to Section 14.4 (Conditions), Google will indemnify Customer and its Affiliates participating under this 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 this Agreement of Google Indemnified Materials infringes the third party's Intellectual Property Rights.
- 14.2 Customer Indemnification Obligations. Subject to Section 14.4 (Conditions), unless prohibited by applicable law, Customer will indemnify Google and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP.
- 14.3 Exclusions. The indemnifying party's obligations under Section 14.1 (Google Indemnification Obligations) or 14.2 (Customer Indemnification Obligations) (as applicable) will not apply to the extent the underlying allegation arises from: (a) the indemnified party's breach of this Agreement; or (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party, unless the combination is required by this Agreement.
- 14.4 Conditions. Sections 14.1 (Google Indemnification Obligations) and 14.2 (Customer Indemnification Obligations) will only apply to the extent that:
 - a. the indemnified party promptly notifies the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 14.4(a) prejudices the defence of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 14.1 (Google Indemnification Obligations) or 14.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice; and
 - b. the indemnified party tenders 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.
- 14.5 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 14.5(a) are commercially reasonable, then Google may suspend or terminate the impacted Services.

14.6 Sole Rights and Obligations. Subject to Section 13.1, without affecting either party's termination rights, this Section 14 (Indemnification) states the parties' only rights and obligations under this Agreement for any third party allegations of Intellectual Property Rights infringement and Third-Party Legal Proceedings.

15. Documentation. Google may provide Documentation to Customer.

16. Copyright Policy. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally or not without their input. Google responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process stated in the U.S. Digital Millennium Copyright Act. If Customer thinks somebody is infringing Customer's or its End Users' copyright and wants to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices at <http://www.google.com/dmca.html>.

17. Project Removal. Google reserves the right to remove a Project for inactivity upon 30 days' advance notice, if, for a period exceeding 180 days, such Project: (a) does not have active virtual machine or storage resources, (b) does not have associated Applications that are serving any requests, and (c) has not incurred any Fees for Services.

18. Miscellaneous.

18.1 Notices. Google may provide any notice to Customer by: (a) sending an email to the Notification Email Address or (b) posting a notice in the Admin Console. Customer may provide notice to Google under this Agreement by sending an email to Google's legal department at legal-notices@google.com. Notices will be treated as received when the email is sent or notice is posted in the Admin Console.

18.2 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; (b) the assigning party remains liable for obligations under this Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

18.3 Change of Control. If a party experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) other than in the context of an internal restructuring or reorganisation of such party and its Affiliates: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate this Agreement any time within 30 days after it receives that written notice.

18.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

18.5 Subcontracting. Google may subcontract any of its obligations under this Agreement, but will remain liable to Customer for any subcontracted obligations.

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

18.7 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.

18.8 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

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

18.10 Export Laws. Customer will, in connection with this Agreement and its use of the Services, comply with the Export Control Laws.

- 18.11 Governing Law. This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement, but either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.
- 18.12 Amendments. Except as specifically stated otherwise in this Agreement, any amendment to this Agreement must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 18.13 Survival. The following Sections will survive expiration or termination of this Agreement: 2 (Payment Terms), 5 (Intellectual Property Rights; Feedback; Brand Features; Benchmarking), 8 (Confidential Information), 9.4 (Effects of Termination), 13 (Limitation of Liability), 14 (Indemnification), 18 (Miscellaneous), and 19 (Definitions).
- 18.14 Independent Development. Nothing in this 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 this Agreement; provided, that the party does not breach its obligations under this Agreement.
- 18.15 Entire Agreement. Subject to Section 13.1, this Agreement sets out all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the Services. 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. Google may provide an updated URL link in place of any URL link referenced in this Agreement.
- 18.16 Conflicting Terms. If there is a conflict among the documents that make up this Agreement, the following order of precedence will apply: the Order Form, this Agreement, then the URL Terms.
- 18.17 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

19. Definitions.

"Account" means Customer's Google Cloud Platform account.

"Admin Console" means the online console(s) and/or tool(s) 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.

"Application(s)" means any web or other application Customer creates using the Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

"AUP" means Google's acceptable use policy for the Services at <https://www.google.com/cloud/terms/acceptable-use-policy>.

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

"Committed Purchase" means Customer's commitment to spend a specified amount for use of the Services over a specified period of time, whether Customer uses those Services or not. A Committed Purchase may be made using the Admin Console or the Order Form (if applicable).

"Committed Units" has the meaning stated in the Service Specific Terms.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information 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.

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

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

"Customer Data" means content provided to Google by Customer (or at its direction) through the Services under the Account.

“Customer Indemnified Materials” means the Customer Data, Customer Brand Features, Application(s) and Project(s).

“Data Processing and Security Terms” means the then-current terms describing Google’s data protection and processing obligations with respect to Customer Data, as stated at <https://cloud.google.com/terms/data-processing-terms> and attached to the Order Form as of the Effective Date for reference purposes.

“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/>.

“Emergency Security Issue” means either: (a) Customer’s or End Users’ use of the Services in violation of the AUP, where such use could disrupt: (i) the Services; (ii) other customers’ or their end users’ use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorised third party access to the Services.

“End Users” means individuals whom Customer permits to use the Services, any Applications, and Projects.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce; trade and economic sanctions maintained by the US Treasury Department’s Office of Foreign Assets Control; the International Traffic in Arms Regulations maintained by the US Department of State and all such equivalent laws and regulations in the United Kingdom.

“Feedback” means feedback or suggestions about the Services provided to Google by Customer.

“Fees” means the amounts, including Taxes, invoiced to Customer for the Services based on the Prices or as otherwise agreed by both parties.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.

“High Risk Activities” means activities such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

“Initial Term” means the period starting on the Effective Date and continuing for 12 months after the Services Start Date, unless terminated earlier in accordance with this Agreement.

“Instance” means a virtual machine instance, configured and managed by Customer, which runs on the Services.

“Intellectual Property” means anything protectable by an Intellectual Property Right.

“Intellectual Property Rights” means current and future worldwide (i) rights under patent, copyright, trade secret, trade mark, or moral rights laws, (ii) design rights, (iii) rights in or relating to databases, (iv) rights in relation to domain names, and other similar rights (registered or unregistered).

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Notification Email Address” means the email address(es) designated by Customer in the Order Form to receive certain notifications from Google.

“Order Form” means an order form signed by the parties that forms a part of this Agreement.

“Payment Due Date” means days from the invoice date.

“Package Purchase” means Customer’s commitment to purchase a specified package of the Services over a specified period of time, whether customer uses those Services or not. A Package Purchase may be made using the Admin Console or the Order Form (if applicable).

“Prices” means the applicable prices stated at <https://cloud.google.com/skus/>.

“Project” means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Services.

“Renewal Term” has the meaning given in Section 9.2 (Auto Renewal).

“Services” means the services described at the Services Summary (including any associated APIs) and TSS.

“Service Specific Terms” means the terms specific to one or more Services at <https://cloud.google.com/cloud/terms/gcp-service-terms>.

“Services Start Date” means the date Google makes the Services available to the Customer.

“Services Summary” means the summary of the services at <https://cloud.google.com/terms/services>, which may be updated from time to time.

“Significant Deprecation” means a material discontinuance or backwards incompatible change to the Services identified at <https://cloud.google.com/cloud/terms/deprecation> without making functionally equivalent solutions available through the Services.

“SLA” means 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 for use with the Services, and any updates Google may make to such software from time to time.

“Suspend” or “Suspension” means disabling access to or use of the Services or components of the Services.

“Taxes” 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.

“Term” means the Initial Term and all Renewal Terms.

“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, located at: <https://www.google.com/permissions/trademark/brand-terms.html>.

“TSS” means the technical support service provided by Google to the administrators under the TSS Guidelines.

“TSS Guidelines” means the then-current support service guidelines at <https://cloud.google.com/terms/tssg>.

“URL Terms” means the following: SLA, Service Specific Terms, and TSS Guidelines.