

Looker (original) Terms of Service

If you are accessing the Services as a customer of an unaffiliated Google reseller, if referenced in your agreement with your reseller, these terms govern your use of the Services and are applicable as between you and the reseller. If you signed an offline variant of this Agreement for use of the Services, the terms below do not apply to you, and your offline terms govern your use of the Services.

These Looker (original) Terms of Service (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 as of the date of the last signature appearing on Customer's initial Order Form (the "Effective Date"). This Agreement does not apply to any services listed in the [Google Cloud Platform Services Summary](#), including Looker (Google Cloud core) or Looker Studio.

1. Provision of the Services.

1.1 *Services Use.* During the Term, Google will provide the Software and Services specified in an Order Form in accordance with this Agreement, and Customer and its End Users may use the Services in accordance with this Agreement.

1.2 *Customer Access to the Services.* Google will provide the Services to Customer by (a) providing access to an Instance for the Looker Hosted Deployment or (b) providing a license key for the Customer Hosted Deployment. Customer may only use the Services with databases and servers licensed and/or owned by Customer. Customer may configure the Services for Internal Business Purposes and External Business Purposes only to the extent authorized in the Order Form.

1.3 *External Business Users.* If the Order Form includes PBL and the PBL Client is bound to a written agreement with Customer that is at least as protective of Google as the rights and obligations contained in this Agreement, then Customer may make the Services available for use by PBL Users, including by embedding the Services into a Customer Application. Customer may not accept, and acknowledges that Google will not be bound by, any terms or conditions with the PBL Client that modify, add to or change in any way the Agreement or Order Form.

1.4. *Beta Features.* Google may make Beta Features available to End Users subject to the provisions in the Looker Service Specific Terms.

1.5 *Services Use Review*. Within 30 days of Google's written request, Customer will provide a sufficiently detailed written usage report listing the Deployment Attributes being used for each Scope of Use, the number and type of End Users using the Services during the requested period, and the Instance(s) deployed, along with the related license key(s). To the extent the usage reports can be measured by a ping from Google's license server, the ping will serve as the report. If there is a PBL deployment, Customer will provide a complete list of the software and applications where the Software and Services are deployed. If requested, Customer will provide reasonable assistance and access to information to verify the accuracy of any information provided to Google, which verification may include access to records relating to Customer's use of the Services. If the review indicates an underpayment, Customer will pay the additional Fees associated with the underpayment.

1.6 *Updates*.

(a) *To the Services*.

1. *Limitations on Updates*. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.
2. *Discontinuance*. Notwithstanding Section 1.6(a) (Limitations on Changes), Google may discontinue a Service (or associated material functionality), provided that 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.

3. *Support.* Google will continue to provide product and security updates, and TSS, until the conclusion of the applicable notice period under subsection 1.6(a)(ii) (Discontinuance).

(b) *To the Agreement.* Google may update the terms of this Agreement from time to time by posting any such updates at <https://cloud.google.com/terms/looker/msa>. These changes will only take effect if and when Customer's Order Term renews. This Section 1.6(b) (Modifications to the Agreement) does not apply to updates to URL Terms.

(c) *To URL Terms.* Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing Addendum (if applicable), or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

(d) *Permitted Updates.* Sections 1.6(a) (Updates to Services) and 1.6(c) (Updates to URL Terms) do not limit Google's ability to make updates required to comply with applicable law or address a material security risk, or that are applicable to (a) Beta Features (as defined in the Lookers Service Specific Terms) or other pre-general availability offerings or (b)

the launch of new Services, features, or functionality into general availability.

1.7 Software and Third-Party Offerings. Google may make Software available to Customer in connection with Customer's use of the Services, including third-party software. Any use of Third-Party Offerings is subject to separate terms and policies with the relevant service provider, as further provided in the Looker Service Specific Terms. If this Agreement or the Order Form terminates or expires, then Customer will stop using the Software.

2. Payment Terms.

2.1 Payment. Google will invoice Customer for the Fees for the Services and TSS. Customer will pay all invoiced amounts by the Payment Due Date. Unless otherwise provided in this Agreement or required by law, Fees are non-refundable. 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 Usage and Invoicing. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice will include data in sufficient detail to allow Customer to validate the Services purchased

and associated Fees. If Customer exceeds the number of End Users, Scope of Use, or Deployment Attributes, Customer or Google will, upon becoming aware, promptly notify the other party and the parties agree to discuss in good faith the additional Fees due by Customer to Google for such over-deployment. The agreed upon additional Fees associated with the over-deployment will be memorialized in a new Order Form.

2.3. *Additional Usage.* Customer may purchase additional Deployment Attributes (including adding End Users) during an Order Term by executing an additional Order Form. Such purchase will have a pro-rated term ending on the last day of the applicable Order Term. Deployment Attributes cannot be decreased during the Order Term.

2.4. *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.

2.5. Payment Disputes. Customer must submit any invoice disputes to collections@google.com in good faith before the Payment Due Date. If Google, having reviewed the dispute in good faith, determines that Fees were incorrectly invoiced, then Google will without undue delay issue a credit equal to the amount determined to be incorrectly invoiced.

2.6. 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.

2.7 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 this Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services 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 or Customer Data.

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 this Agreement and the Order Form.

3.3 *Restrictions.* Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any 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 the Services; or (d) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees or to circumvent usage limits or quotas; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) 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.

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 Looker 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 described in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or 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 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 Data Processing Addendum.

5.3 Customer 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.

6. Technical Support Services. Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications, including support for PBL Users.

7. Confidential Information.

7.1 Obligations. The recipient will only use the disclosing party's Confidential Information to exercise its rights and fulfill its obligations under this 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 and its Affiliates, employees, agents, subcontractors, 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 uses commercially reasonable efforts to (a) promptly notify the other party prior to such disclosure; and (b) comply with the other party's reasonable requests to oppose disclosure of its Confidential Information. 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 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. This term of this Agreement (the “Term”) will begin on the Effective Date and continue until it is terminated as stated in this Section 8 (Term and Termination).

8.2 Termination for Breach.

(a) Termination of an Order Form. To the extent permitted by applicable law, either party may terminate an Order Form on written notice if the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach.

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

8.3 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to this Agreement, Customer may terminate this Agreement or an Order Form for convenience at any time with 30 days' prior written notice to Google.

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

8.5 Effect of Termination. If this Agreement terminates, then all Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), and (b) Google will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

9. *Publicity.* Neither party may use the other party's Brand Features or issue, publish, or present a press release, blog post, speech, social media post, or investor relations call or announcement discussing Customer's use of the Services or this Agreement without the prior written consent of the other party, except as expressly permitted in this Agreement. Subject to the preceding sentence, Customer may state publicly that it is a Google Cloud customer and display Brand Features in accordance with the Branding Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. 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 it (i) has full power and authority to enter into this Agreement and (ii) will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable.

11. Disclaimer. Except as expressly provided for in this Agreement, to the fullest extent permitted by applicable law, 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, 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 this 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 this 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 (including Beta Features) is limited to \$5,000.

12.3 *Unlimited Liabilities.* Nothing in this 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 this 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 subscription for the Services, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Services, Software or any Google Brand Feature used in accordance with the Agreement infringe 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, 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 this Agreement, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under this Agreement, unless the combination is required by this 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 (including Beta Features).

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 13.3(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 alternative that has materially equivalent functionality.

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

13.6 *Sole Rights and Obligations.* Without affecting either party's termination or Suspension 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. Unaffiliated Cloud Marketplace. This Section 14 (Unaffiliated Cloud Marketplace) applies only if Customer orders Looker Services from an Unaffiliated Cloud Marketplace (such Looker Services, "UCM Services"). For the purposes of UCM Services:

(a) Sections 2.1 (Payment), 2.3 (Additional Usage), 2.5 (Payment Disputes), and 2.7 (No Purchase Order Number Required) of this Agreement will not apply;

(b) Fees for UCM Services will apply and be payable directly to provider of the Unaffiliated Cloud Marketplace;

(c) Google and Customer will agree upon pricing and quantities for the UCM Services in advance of Customer placing an order for the UCM Services with the provider of the Unaffiliated Cloud Marketplace (such order, a "UCM Order"), and Google will provide to Customer the agreed-upon UCM Services after Customer places the UCM Order;

(d) Customer will receive any applicable SLA credits or monetary refunds described in this Agreement from the provider of the Unaffiliated Cloud Marketplace only;

(f) Any renewal(s) of the UCM Services will be as agreed between Customer and Google;

(h) "Order Term," as it is used in this Agreement, means the period of time starting on the Services Start Date or the renewal date (as applicable) for the UCM Services and continuing until the expiration or termination of the applicable UCM Order; and

(i) "Services Start Date," as it is used in this Agreement, means either the start date described in the UCM Order or, if none is specified in the UCM Order, the date Google makes the UCM Services available to Customer.

15. Miscellaneous

15.1 *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.

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

15.3 *Assignment*. Neither party may assign 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 has notified the other party of the assignment, and (c) if the Customer is the assigning party, the assignee is established in the same country as Customer. Any other attempt to assign is void.

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

15.5 *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.

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

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

15.8 *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.

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

15.10 *No Third-Party Beneficiaries*. This Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

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

15.12. *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 15.12(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.

15.13 *Amendments*. Except as stated in Section 1.6(b) (Updates: To the Agreement), 1.6(c) (Updates: To URL Terms) and Section 1.6(d) (Permitted Updates), any amendment to this Agreement must be in writing, signed by both parties and expressly state that it is amending this Agreement.

15.14 *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 (Effect of Termination) Section 11 (Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnification), and Section 15 (Miscellaneous).

15.15 *Entire Agreement*. This Agreement states all terms agreed between the parties and supersedes all other agreements between the parties

relating to its subject matter, including any prior version(s) of this Agreement (“Prior Version”); provided, however, if Customer has entered into an Order Form governed by a Prior Version, this Agreement will take effect on the effective date of Customer’s next Order Term, at which time Customer’s continued use of the Services will constitute acceptance of the Agreement. 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 described in this Agreement. The URL Terms are incorporated by reference into this Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.

15.16 *Conflicting Terms.* If there is a conflict among the documents that make up this Agreement, then the documents will control in the following order (of decreasing precedence): the applicable Order Form, the Data Processing Addendum, the remainder of the Agreement (excluding the URL Terms), and the other URL Terms (excluding the Data Processing Addendum).

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

15.18 *Conflicting Languages*. If this Agreement is translated into any other language, 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. Unless otherwise specified, all references to "\$" in the Agreement refer to United States dollars.

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

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

15.21 *Definitions*.

"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 this Agreement covering the handling of Protected Health Information (as defined in HIPAA).

"Beta Features" has the meaning set forth in the Looker Service Specific Terms.

"Brand Features" means the trade names, service marks, trademarks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Branding Guidelines" means Google's then-current Google branding guidelines at

https://services.google.com/fh/files/misc/external_customer_co_branding_eligibility.pdf, as may be updated by Google from time to time.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under or in connection with 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 rightly given to the Recipient by a third party without confidentiality obligations, 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 Application" means a software program that Customer creates or hosts and that uses the Services. A Customer Application may be a website.

"Customer Data" means (a) all data in Customer's databases provided to Google by Customer or End Users via the Services and (b) all results provided to Customer or End Users for queries executed against such data via the Services.

"Customer Hosted Deployment" means the Software installed by or for Customer at Customer's premises or on a Customer-controlled server within a data center selected and managed by Customer. A Customer Hosted Deployment includes the In-Product Services.

"Data Processing Addendum" means the then-current terms describing data processing and security obligations with respect to Customer Data described at <https://cloud.google.com/terms/data-processing-addendum>.

"Deployment Attributes" means the quantified usage of the Services as specified on an Order Form, which include, but are not limited to the number of Instances, End Users, API calls or other licensing attributes defined by the Scope of Use.

"Documentation" means the user guides and manuals for the Services provided by Google for Customer's own internal use.

"End User" or "Customer End User" means an individual that Customer permits to use the Services. End Users may include employees of Customer's Affiliates or PBL Users.

"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.

"External Business Purposes", "PBL" or "Powered by Looker" means the use of the Services or Software embedded in a Customer Application.

"Fees" means the product of the amount of Services, Software, TSS, and Third-Party Offerings ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"GCP Technical Support Services" or "TSS" means the then-current technical support service provided by Google to Customer under the GCP Technical Support Services Guidelines.

"GCP Technical Support Services Guidelines" or "TSS Guidelines" means the then-current technical support service provided by Google to Customer described at <https://cloud.google.com/terms/tssg>.

"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.

"In-Product Services" means the services hosted and made accessible by Google through the Software, specifically licensing data, configuration backups, system error reports, data actions and support tickets.

"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.

"Instance" means one single configuration of the Software's administrative settings and application database, subject to the platform restrictions detailed in the Order Form. Each Instance requires a unique license key to

operate. Multiple identically configured Instances running with separate configurations are considered separate instances.

"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.

"Internal Business Purposes" means use of the Services by or for the benefit of Customer's internal operations.

"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.

"Looker Hosted Deployment" means the Software installed by Google on a web connected platform that is run in a third-party hosting facility

designated by Google, unless otherwise agreed by the parties in an Order Form. A Looker Hosted Deployment includes the In-Product Services.

"Looker Service Specific Terms" means the then-current terms specific to the Services stated at

<https://cloud.google.com/terms/looker/legal/customers/service-terms>.

"Notification Email Address" means the email address(es) designated by Customer in the Order Form.

"Order Form" means an order form executed (or, if Customer is purchasing the Services from an Unaffiliated Cloud Marketplace, agreed to) by Customer and Google specifying the Services Google will provide to Customer under this Agreement.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with this Agreement.

"Payment Due Date" means 30 days from the invoice date.

"PBL Client" means (i) the PBL User or (ii) Customer's client that authorizes use of the Services by PBL Users.

"PBL User" is an individual authorized to use the Services for External Business Purposes as an End User.

"Prices" means the then-current applicable prices for the Services or Software agreed to by Google and Customer in an Order Form or amendment to this Agreement, and GCP Technical Support Services at <https://cloud.google.com/skus/> (incorporated into the Agreement by this reference). Prices do not include Taxes.

"Scope of Use" means Customer's specific use case for the Services as defined in an Order Form, which may include limitations on Customer's use for Internal Business Purposes and/or External Business Purposes.

"Services" or "Looker Services" or "Looker (original) Services" means the integrated business intelligence and embedded analytics platform (including the software components that connect to APIs) provided as either a Looker Hosted Deployment or a Customer Hosted Deployment. Services exclude Third-Party Offerings. For clarity, Looker Studio and Looker (Google Cloud core) are not Services governed by this Agreement.

"Services Start Date" means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

"SLA" or "Service Level Agreement" means the then-current service level agreements applicable to the Looker Hosted Deployment only, described at <https://cloud.google.com/terms/looker/legal/customers/sla> (if applicable).

"Software" means any downloadable tools and jar files provided under this Agreement, and any copies, modifications, derivative works or enhancements thereto. Software excludes 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 Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Third-Party Offerings" means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software and (b) offerings identified in the " Third-Party Offerings" section of the Looker Service Specific Terms.

"Unaffiliated Cloud Marketplace" means an online cloud marketplace that is not owned or managed by Google or its Affiliates.

"URL Terms" means the AUP, Data Processing Addendum, the SLA, and the TSS.

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 2.4 is replaced with the following:

2.4. *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 15.21 (Definitions) is replaced with the following:

“‘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 15.12 (U.S. Governing Law) is replaced as follows:

15.12 *Governing Law; Arbitration.*

(a) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED SOFTWARE 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 15.12(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 15.12(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 15.12 (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 15.12(g) to a competent court as may be necessary to file any order under Subsection 15.12(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 - 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.

Section 15.18 is replaced as follows:

15.18 *Conflicting Languages*. In the event 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 - India

Google Cloud India Private Limited ("Google Cloud India") 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, and wherever in the agreement, the provisions refer to 'Google' as a provider of the Services or rights and obligations in relation thereto (including the Intellectual Property Rights) shall mean 'Google Asia Pacific Pte. Ltd.' or 'GAP'.

Google Cloud India may execute Order Form(s) referencing the Agreement, but the Order Form will form a separate contract between

Google Cloud India and the Customer, and incorporate all of the terms of this Agreement. Under the Agreement, whereas, as a reseller of the Services, Google Cloud India 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.”

Section 2. (Payment Terms) is replaced as follows:

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 Usage and Invoicing. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees. If Customer exceeds the number of End Users, Scope of Use, or Deployment Attributes, Customer or Google will, upon becoming aware, promptly notify the other party and the parties agree to discuss in good faith the additional Fees due by Customer to Google for

such over-deployment. The agreed upon additional Fees associated with the over-deployment will be memorialized in a new Order Form.

2.3. Additional Usage. Customer may purchase additional Deployment Attributes (including adding End Users) during an Order Term by executing an additional Order Form. Such purchase will have a pro-rated term ending on the last day of the applicable Order Term. Deployment Attributes cannot be decreased during the Order Term.

2.4 *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 Cloud India 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.

2.5 Payment Disputes. 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 15.12 (U.S. Governing Law) is replaced as follows:

15.12 Governing Law and Claims

(a) 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.

(b) Notwithstanding anything under the Agreement, the Customer can and will bring all claims with respect to Google under the Agreement against Google Cloud India only.

The definition of "Taxes" under 15.21 (Definitions) is replaced with the following:

"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.

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 this 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 (including Beta Features) is limited to \$5,000.

Section 15.12(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 15.15 (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 - Jordan, Kuwait, Morocco, Qatar, Egypt and United Arab Emirates

A new Section 8.6 is added as follows:

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

Section 15.12 (U.S. Governing Law) is replaced as follows:

15.12. *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 15.12 (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 15.12 (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

When the Google contracting entity is Google Cloud Brasil Computação e Serviços de Dados Ltda., Section 15.12 (U.S. Governing Law) is replaced as follows:

15.12 Governing Law & Arbitration. This Agreement is governed by Brazilian Law. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCTS OR SERVICES WILL BE SETTLED BY ARBITRATION, AS DESCRIBED BELOW.

(a) *Definitions.* “Dispute” means any contractual or non-contractual dispute regarding this Agreement, including its formation, validity, subject matter, interpretation, performance, or termination.

(b) *Settlement.* The parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute in accordance with Section 15.12 (Notices). If the parties are unable to resolve the Dispute within this 30-day period, either party may refer the Dispute to arbitration in accordance with Section 15.12 (c) (Arbitration).

(c) *Arbitration*. The parties will refer all Disputes to final, binding arbitration under the rules of the Center of Arbitration and Mediation of the Brazil-Canada Chamber of Commerce in force as of this Agreement's Effective Date ("Rules"). The arbitration will be conducted in Portuguese by three arbitrators in São Paulo, SP, Brazil, which will be the seat of arbitration.

(d) *Confidentiality*. The arbitration is Confidential Information (including the arbitration's existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.

(e) *Non-Monetary Relief*. The arbitrator(s) may only issue its award based on law, not in equity, and may not award non-monetary relief.

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

North America - United States

Section 15.21 (Definitions) is changed to Section 15.22 (Definitions).

A new Section 15.21 is added:

15.21 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.

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[October 4, 2023](#)

[December 7, 2022](#)

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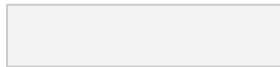
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