

Chrome Online Agreement

Last modified: September 17, 2024 | [Previous Versions](#)

If you signed an offline variant of this Agreement for use of the Chrome Services, the terms below do not apply to you and your offline terms govern your use of the Chrome Services.

This Chrome Online Agreement (the "Agreement") is entered into between Google and the entity agreeing to these terms ("Customer"). "Google" has the meaning given at <https://cloud.google.com/terms/google-entity>.

This Agreement is effective as of the date Customer clicks to accept it or, if applicable, the date the Agreement is countersigned (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. This Agreement governs Customer's access to and use of the Chrome Services as ordered in the applicable Order Form.

1. **Chrome Services.** Google will provide the Chrome Services ordered in the applicable Order Form. Customer may use the Chrome Services ordered in the applicable Order Form in accordance with this Agreement.
 1. **Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. As part of providing the Chrome Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Chrome Services, Customer consents to this transfer, processing and storage of Customer Data. To the extent applicable, Customer Data will be processed in accordance with the Data Processing Amendment.

2. **No Ads.** Notwithstanding any other term of the Agreement, Google will not process Customer Data for Advertising purposes or serve Advertising in the Chrome Services.
3. **New Features for Chrome Services.** Google may make new applications, features or functionality for the Chrome Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.
4. **Verification to Use Chrome Services.** Customer must verify a Domain Email Address or a Domain Name to use the Chrome Services. If Customer does not have audited valid permission to use the Domain Email Address or does not own or control the Domain Name, then Google will have no obligation to provide Customer with the Chrome Services and may delete the Account without notice. To use the Chrome Services, Customer will need Cloud Identity. If Customer already has Cloud Identity, Customer can log-in and start using the Chrome Services. If Customer does not have Cloud Identity, Google will provision Customer with access to Cloud Identity. Customer will need to activate Cloud Identity by logging-in to create and complete Customer's Cloud Identity account. Use of Cloud Identity (specifically excluding the Chrome Services) is subject to the Cloud Identity Terms.
5. **Service Specific Terms.** The Service Specific Terms are incorporated by this reference into the Agreement.

2. **Modifications.**

1. **Modifications to Chrome Services.**
 1. **Deprecation Policy.** Google will notify Customer at least 12 months before a Significant Deprecation unless Google reasonably determines that: (i) Google is not permitted to do so by law or by contract (including if there is a change in applicable law or contract), or (ii) continuing to provide the Chrome Service that is subject to the Significant Deprecation could create a (A) security risk or (B) substantial economic or technical burden.
 2. **Other Modifications.** Subject to Section 2.1.1 (Deprecation Policy), Google may make changes to the Chrome Services, which may include adding, updating, or discontinuing any Chrome Services or portions of feature(s) of the Chrome Services. Google will notify Customer of any material change to the Chrome Services.

2. **Modifications to the Agreement.** Google may change the terms of this Agreement from time to time and will post any such changes at <https://chromeenterprise.google/terms/chrome-online-agreement> . These changes will only take effect at the beginning of Customer's next Order Term, at which time Customer's continued use of the Chrome Services will constitute its acceptance of the changes. This Section 2.2 (Modifications to the Agreement) does not apply to changes to URL Terms.
3. **Modifications to URL Terms.** Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Chrome Services, (b) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

3. Customer Obligations.

1. **Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Chrome Services, including all access to and use of Customer Data by it and its End Users, complies with this Agreement and with any of its applicable contract terms or policies, including any employment contracts or employer's policies regarding technology usage, security, or confidentiality; (b) use commercially reasonable efforts to prevent unauthorized access or use of the Chrome Services; and (c) promptly notify Google of any unauthorized use of, or access to, the Chrome Services of which Customer becomes aware. Google reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Data.
2. **Administration of Chrome Services.**
 1. **Admin Console.** Google will provide Customer access to the Admin Console for the Administrator to manage its use of the Chrome Services. Customer may use the Admin Console to specify one or more Administrators who will have the rights to access Admin Account(s) and to administer the policies for End Users. Customer is responsible for: (a) maintaining the confidentiality and security of the End User policies and associated passwords; and (b) any use of the End User policies. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the policies for the Chrome Services for Customer or any End Users.
 2. **Consents.** Customer will obtain and maintain all required consents to permit: (i) Customer's use of the Chrome Services;

and (ii) Google's accessing, storing, and processing of Customer Data under this Agreement.

3. **Use Restrictions.** 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 of the source code of the Chrome Services (except to the extent such restriction is expressly prohibited by applicable law); (b) license, transfer or distribute any of the Chrome Services; (c) sell, resell, or otherwise make the Chrome Services available to a third party as part of a commercial offering that does not have material value independent of the Chrome Services; or (d) access or use the Chrome Services: (i) for High Risk Activities; (ii) in violation of the AUP; (iii) in a manner intended to avoid incurring Fees; (iv) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (v) in a manner that breaches, or facilitates the breach of, Export Control Laws; or (vi) to transmit, store, or process protected health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.

4. **Requesting Additional End User Accounts During Order Term.** Customer may purchase additional End User Accounts during an Order Term by: (a) executing an additional Order Form with Google or Reseller, as applicable, or (b) via the Admin Console, if applicable. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

4. **Payment.**

1. **Orders via Reseller.** If Customer orders the Chrome Services from Reseller, then: (a) fees for the Chrome Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) the remaining provisions in Section 4.2 (Direct Orders) will not apply to the Chrome Services; (c) Customer may request additional End User Accounts during the Order Term by contacting Reseller; (d) for the purposes of Section 13.1.2 where the event giving rise to Liability is in connection with Chrome Services provided by a Reseller, the term "Fees" as it is used under Section 13.1.2 refers to the fees charged by the Reseller under the Reseller Agreement and (e) Google may share Customer Confidential Information with Reseller as a Delegate subject to Section 7.1 (Confidentiality Obligations) of this Agreement.
2. **Direct Orders.** In certain circumstances, Customer may order Chrome Products directly from Google via an Order Form or via the Admin

Console directly, in which case, Customer will pay all Fees for the Chrome Services directly to Google. Google will invoice Customer all Fees for the Chrome Services. Google may change its offering of billing options, including by limiting or ceasing to offer any billing option, upon thirty days' written notice to Customer (which may be by email).

1. **Payment.** All payments due are in U.S. dollars unless otherwise indicated on the Order Form or invoice.
2. **Credit Card or Debit Card.** Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the end of the month during which Customer received the Chrome Services. For credit cards, or debit cards, as applicable: (i) Google will charge Customer for all applicable Fees when due and (ii) these Fees are considered overdue thirty days after the end of the month during which Customer received the Chrome Services.
3. **Invoices.** Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Form, and are considered overdue after such date.
4. **Other Forms of Payment.** Unless the payment method is specified in the Order Form, Customer may change its payment method to those available within the Admin Console. Google may enable other forms of payment by making them available in the Admin Console. These other forms of payment may be subject to additional terms which Customer may have to accept prior to using the additional forms of payment.
5. **Overdue Payments.** Customer's payment of Fees is overdue if Google has not received it by the payment due date. If Customer's payment is overdue, Google may (i) charge interest on the overdue amount at 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, and (ii) suspend the Chrome Services. Further, Customer will reimburse Google for all reasonable expenses (including attorneys' fees) incurred by Google in collecting overdue payments, except where such payments are due to Google's billing inaccuracies.
6. **Taxes.** Taxes are not included in the Fees. Customer will pay Taxes for the Chrome Services. If legally required, Customer will withhold Taxes from its payments to Google and provide a withholding Tax certificate. Unless Customer provides a timely and valid tax exemption certificate, Customer will pay any

invoiced Taxes for the Chrome Services. Without limiting Customer's obligation to pay Fees, Customer will withhold Taxes if legally required.

3. **Price Revisions.** Google may modify its Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Google or the Reseller will notify Customer at least 30 days in advance of any Price increases.
5. **Technical Support Services.** Google will provide TSS to Customer during the Order Term in accordance with the TSS Guidelines, if applicable. If Customer orders the Chrome Services from Reseller, then Customer acknowledges and agrees that Reseller may disclose Customer Data to Google as reasonably required in order for Reseller to handle any support issues that Customer escalates to or via Reseller.
6. **Suspension.**
 1. **Limitations on Chrome Services Suspension.** Google may Suspend Chrome Services as described in Sections 6.2 (AUP Breaches) and 6.3 (Emergency Suspension). Any Suspension under those Sections will be to the minimum extent and for the shortest duration required to: (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.
 2. **AUP Breaches.** If Google becomes aware that Customer's or any End User's use of the Chrome Services breaches the AUP, Google will request that Customer correct the breach. If Customer fails to correct such breach within 24 hours of such request, or if Google is otherwise required by law to take action, then Google may Suspend the Chrome Services.
 3. **Emergency Suspension.** Google may immediately Suspend Customer's use of the Chrome Services if: (a) there is an Emergency Security Issue, or (b) Google is required to Suspend such use to comply with applicable law. At Customer's request, unless prohibited by law, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible.
7. **Confidentiality.**
 1. **Obligations.** Subject to Section 7.2 (Disclosure of Confidential Information) the recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to other parties other than the recipient's employees, Affiliates, agents, or professional

advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

2. **Disclosure of Confidential Information.**

1. **General.** Regardless of any other provision in the Agreement, the recipient or its Affiliates may disclose the other party's Confidential Information (i) in accordance with a Legal Process, subject to Section 7.2.2 (Legal Process Notification) or (ii) with the other party's written consent.
2. **Legal Process Notification.** The recipient will use commercially reasonable efforts to notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.
3. **Opposition.** The recipient and its Affiliates will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

8. **Intellectual Property.**

1. **Intellectual Property Rights.** Except as expressly stated in the Agreement, the 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 Google retains all Intellectual Property Rights in the Chrome Services.
2. **Brand Features.** Google will display only those Customer Brand Features that Customer authorizes Google to display by uploading them into the Chrome Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Chrome Services to Customer or its End Users. Google may also display Google Brand Features on such web pages to indicate that the Chrome Services are provided by Google.
3. **Feedback.** At its option, Customer may provide Feedback about the Chrome Services to Google. If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

9. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with this Agreement only as permitted in the Agreement. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may (a) orally state that Customer is a Google customer and (b) include Customer's name or Customer Brand Features in a list of Google customers in Google's promotional materials. 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.

10. **Representations, Warranties and Disclaimers.**

1. **Representations and Warranties.** Each party represents that it: (a) has full power and authority to enter into the Agreement; and (b) will comply with all laws and regulations applicable to its provision, or use, of the Chrome Services, as applicable.
2. **Disclaimers.** Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any other 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 Chrome Services; and (b) makes no representation about content or information made accessible through the Chrome Services. Unless otherwise stated in Agreement, Customer acknowledges the Chrome Services are not capable of placing or receiving emergency services calls.

11. **Term and Termination.**

1. **Agreement Term.** This Agreement will remain in effect for the Term unless it expires or is terminated in accordance with the Agreement.
2. **Renewal.** At the end of each Order Term, the Chrome Services will renew consistent with Customer's elections on the Order Form or Admin Console.
3. **Generally.** Customer may alter the number of End User Accounts to be renewed via the Admin Console or elect to renew with the Reseller, as applicable. Customer will continue to pay Google or the Reseller the then-current Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. If one party does not want the Chrome Services to renew, then it will provide the other party written notice to this effect at least fifteen days before the end of the then current Order Term, unless otherwise specified on the Order Form. This notice of non renewal will be effective upon the conclusion of the then current Order Term.

4. **Termination for Breach.** Either party may terminate the Agreement if the other party: (a) is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (b) ceases its business operations or, to the extent permitted by applicable law, becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.
5. **Effects of Termination.** If the Agreement terminates or expires, then all Order Forms also terminate or expire, as applicable. If the Agreement terminates or expires, then: (a) all rights and access to the Chrome Services under the Agreement will terminate (including access to Customer Data); and (b) Google or Reseller, as applicable, will send Customer a final invoice.
6. **Survival.** The following Sections will survive expiration or termination of this Agreement: Section 4 (Payment), 7 (Confidentiality), 8 (Intellectual Property), 10.2 (Disclaimers), 11.5 (Effects of Termination), 11.6 (Survival), 12 (Indemnification), 13 (Liability), 14 (Miscellaneous) and 15 (Definitions).

12. Indemnification.

1. **Google Indemnification Obligations.** Google will defend Customer and its Affiliates participating under this Agreement ("**Customer Indemnified Parties**"), and indemnify them 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 any of Google Indemnified Materials infringes the third party's Intellectual Property Rights.
2. **Customer Indemnification Obligations.** Unless prohibited by applicable law, Customer will defend Google and its Affiliates and indemnify them 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 Chrome Services in violation of the Acceptable Use Policy or the Use Restrictions.
3. **Indemnification Exclusions.** Sections 12.1 (Google Indemnification Obligations) and 12.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from: (a) the indemnified party's breach of the Agreement; or (b) a combination of Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.
4. **Indemnification Conditions.** Sections 12.1 (Google Indemnification Obligations) and 12.2 (Customer's Indemnification Obligations) are conditioned on the following:

1. The 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 12.4.1 prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Sections 12.1 (Google Indemnification Obligations) or 12.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
2. The 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.

5. **Remedies.**

1. If Google reasonably believes the Chrome 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 Chrome Services; (ii) modify the Chrome Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Chrome Services with a non-infringing, functionally equivalent alternative.
2. If Google does not believe the remedies in Section 12.5.1 are commercially reasonable, then Google may Suspend or terminate the impacted Chrome Services.

6. **Sole Rights and Obligations.** Without affecting either party's termination rights and to the extent permitted by applicable law, this Section 12 (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 12 (Indemnification).

13. **Liability.**

1. **Limited Liabilities.**

1. To the extent permitted by applicable law and subject to Section 13.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any: (i)

lost revenues, profits, savings or goodwill; or (ii) indirect, special, incidental, consequential, or punitive damages.

2. Each party's total Liability for damages arising out of or relating to the Agreement is limited to the greater of:
 - i. the Fees paid by Customer under the Agreement during the 12 month period before the event giving rise to liability; and
 - ii. \$25,000.

2. **Unlimited Liabilities.** Nothing in the Agreement excludes or limits either party's Liability for: (a) death or personal injury resulting from its negligence or the negligence of its employees or agents; (b) its fraud or fraudulent misrepresentation; (c) obligations under Section 12 (Indemnification); (d) its infringement of the other party's Intellectual Property Rights; (e) its payment obligations under the Agreement; or (f) matters for which liability cannot be excluded or limited under applicable law.

14. Miscellaneous.

1. **Notices.** Google may provide any notice to Customer by: (a) sending an email to Notification Email Address or (b) posting a notice in the Admin Console. Notices to Google must be sent by email to legal-notices@google.com. Notice will be treated as received when (x) the email is sent, whether or not the other party has received the email or (y) notice is posted in the Admin Console. Customer is responsible for keeping its Notification Email Address current throughout the Term.
2. **Emails.** Under this Agreement, the parties may use emails to satisfy written approval and consent requirements.
3. **Assignment.** Neither party may assign the Agreement without the written consent of the other party, except to an Affiliate where: (a) the assignee agrees in writing to be bound by the terms of the Agreement; (b) the assigning party remains liable for obligations incurred under the 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.
4. **Change of Control.** If a party experiences a change of Control other than as part of an internal restructuring or reorganization: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.

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 control, including acts of God, natural disaster, terrorism, riots, or war.
6. **Subcontracting.** Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.
7. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
8. **Severability.** If any Section (or part of a Section) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
9. **No Agency.** The Agreement does not create any agency, partnership or joint venture between the parties.
10. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
11. **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.
12. **Governing Law.**
 1. **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.
 2. **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 CHROME 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 CHROME SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

3. **For All Other Entities.** If Customer is any entity not identified in Section 14.12.1 (U.S. City, County, and State Government Entities) or 14.12.2 (U.S. Federal Government Entities), then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CHROME 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.
13. **Amendments.** Except as specifically stated otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement and signed by both parties.
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 the Agreement; provided, that the party does not breach its obligations under the Agreement in doing so.
15. **Entire Agreement.** The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of this Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. The Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.
16. **Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Data Processing Amendment, the Order Form, the Agreement, and the URL Terms.
17. **Conflicting Languages.** If this Agreement is translated into any other language, and there is a discrepancy between the English text and the text of the other language, the English text will govern.
18. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
19. **Electronic Signatures.** The parties consent to electronic signatures.

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

15. **Definitions.**

"**Acceptable Use Policy**" or "**AUP**" means the acceptable use policy for the Chrome Services available at <https://chromeenterprise.google/terms/aup/>.

"**Account**" means Customer's Google account credentials and correlating access to the Chrome Services under this Agreement.

"**Admin Account**" means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Chrome Services.

"**Admin Console**" means the online console(s) and tool(s) provided by Google to Customer for administering the Chrome Services.

"**Admin Console Order**" means an order for Chrome Services placed directly through the Admin Console and accepted by Google.

"**Administrators**" mean the Customer-designated technical personnel who administer the Policies for the Chrome Services on Customer's behalf, and may have the ability to access Customer Data.

"**Advertising**" means online advertisements displayed by Google to End Users, excluding any advertisements Customer expressly chooses to have Google or any of its Affiliates display in connection with the Chrome Services under a separate agreement (for example, Google AdSense advertisements implemented by Customer on a website created by Customer using the "Google Sites" functionality within the Chrome Services).

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

"**Auto Update Expiration Date**" or "**AUE Date**" means the date set forth on the applicable ChromeOS Device or as listed at the following link: <https://support.google.com/chrome/a/answer/6220366> (where such content may be updated or modified by Google).

"**BAA**" or "**Business Associate Agreement**" is an addendum to this Agreement covering the handling of Protected Health Information (as defined in HIPAA).

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

"ChromeOS Device" means a device using the Chrome Operating System (ChromeOS).

"ChromeOS Flex Device" means a non-ChromeOS Device using the ChromeOS Flex operating system, which model is included on the Certified Models list available at https://support.google.com/chromeosflex?p=certified_models and only prior to its "Certified until" date.

"Chrome Services" also referred to as **"Chrome Product"** means Chrome Enterprise Upgrade, Chrome Education Upgrade, Chrome Nonprofit Upgrade, or Kiosk & Signage Upgrade, each of which are described in more detail at <https://support.google.com/chrome/a/answer/2717664> (as may be updated by Google from time to time) and are only available for use on either (i) a ChromeOS Device prior to its AUE Date or (ii) a ChromeOS Flex Device prior to its Certified Until date. For clarity, ChromeOS Device(s), the Chrome Operating System (ChromeOS), ChromeOS Flex Device(s), and ChromeOS Flex are not Chrome Services and are not covered under this Agreement.

"Chrome Services Start Date" means the date Google makes the Chrome Services available to Customer.

"Cloud Identity" means the "Google Cloud Identity – Free" service described in more detail in <https://cloud.google.com/terms/identity/user-features.html>.

"Cloud Identity Terms" means the terms which govern use of the Cloud Identity-Free services and which can be found at Service Specific Terms.

"Confidential Information" means information that one party (or Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or 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 Data" means data submitted, stored, sent or received via the Chrome Services by Customer, its Affiliates or End Users.

"Customer Indemnified Materials" means the Customer Data and Customer Brand Features.

"Data Processing Amendment" or **"DPA"** means the agreement which governs Google's processing of Customer Data if Customer is subject to GDPR requirements and which terms can be found at the following URL: https://www.google.com/chrome/terms/dpa_terms.html.

"Domain Email Address" means the email address on the Domain Name for use in connection with the Chrome Services.

"Domain Name" means the domain name specified in the Order Form to be used in connection with the Chrome Services.

"Emergency Security Issue" means either: (a) Customer's or End Users' use of the Chrome Services in violation of the Acceptable Use Policy, where such use could disrupt: (i) the Chrome Services; (ii) other customers' use of the Chrome Services; or (iii) the Google network or servers used to provide the Chrome Services; or (b) unauthorized third party access to the Chrome Services.

"End User(s)" means the individuals Customer permits to use a ChromeOS device enrolled with Chrome Services managed by an Administrator.

"End User Account" means a Google-hosted account established by Customer through its Administrator to set the policies for an End User to be included in the Chrome Services.

"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.

"Feedback" means feedback or suggestions about the Chrome Services provided to Google by Customer.

"Fees" means the product of the amount of the Chrome Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"Google Indemnified Materials" means the Chrome Services and Google's Brand Features.

"High Risk Activities" means activities where the use or failure of the Chrome Services could lead to death, personal injury, or environmental damage, including operation of nuclear facilities, air traffic control, life support systems, or weaponry.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"including" means including but not limited to.

"Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

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

"Intellectual Property Rights" means all patent rights, copyright, rights in trade secret (if any), trademark rights, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"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.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

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

"Order Form" means (i) if Customer orders via a Reseller, the online order page or pages, or other ordering document acceptable to Google under this Agreement, specifying the Chrome Services that Google will provide to Customer under a Reseller Agreement; (ii) an order form issued by Google and executed by Customer specifying the Chrome Services that Google will provide to Customer; or (iii) in the case of an Admin Console Order, the order specifying the Chrome Services that Google will provide to Customer.

"Order Term" means the period of time starting on the Chrome Services Start Date for the Chrome Services and (i), continuing for the period indicated on the Order Form, subject to early termination in accordance with this Agreement, or (ii) for orders through the Admin Console, continuing for a period of one year.

"Prices" means the applicable prices stated in an Order Form or amendment.

"Reseller" means, if applicable, the authorized non-Affiliate third party reseller that sells the Chrome Services to Customer.

"Reseller Agreement" means the separate agreement between Customer and Reseller regarding the Chrome Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

"Service Specific Terms" means the terms specific to one or more other services, including Cloud Identity, at: <https://chromeenterprise.google/terms/service-terms>.

"Significant Deprecation" means a material discontinue of or backwards incompatible change to the Chrome Services that results in Chrome Services no longer enabling Administrator or End Users, as applicable, to: (1) set or receive Chrome user policies; and (2) set or receive Chrome device policies.

"Suspend" or **"Suspension"** means the disabling of access to or use of the Chrome Services, or components of the Chrome Services.

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

"Term" means the period starting on the Effective Date and will remain in effect so long as there is an active Order Form, or in the case of direct ordering through the Admin Console, an active order.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Trademark Guidelines" means Google's Brand Terms and Conditions, located at <http://www.google.com/permissions/trademark/brand-terms.html>.

"TSS" means the technical support services provided by Google to Customer under the TSS Guidelines.

"TSS Guidelines" means the then-current support service guidelines at: <https://support.google.com/googlecloud/answer/6182373?hl=en>.

"URL Terms" means the Acceptable Use Policy, Service Specific Terms, and the TSS Guidelines.

"Use Restrictions" means the restrictions in Section 3.3 (Use Restrictions) of the Agreement.

16. **Region-Specific Terms.** Customer agrees to the following modifications to the Agreement if Customer orders Chrome Services from the applicable Google entity as described below:

Asia Pacific - All regions

Section 4.2.6 is replaced as follows:

4.2.6 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 (Definitions) is replaced as follows:

15 Definitions.

"**Taxes**" means all government-imposed taxes, as per the applicable law associated with the rendering and performance of the Chrome 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

Section 14.12 (Governing Law) is replaced as follows:

14.12 Governing Law; Arbitration

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

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

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

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

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

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

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

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

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

Asia Pacific - Indonesia

A new Section 11.7 is added:

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

The Indonesian version of this Agreement is accessible [here](#) and Section 14.17 is replaced as follows:

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

Asia Pacific - Australia

A new Section 10.3 is added as follows:

10.3. This Section 10.3 applies only if the Chrome 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 Chrome Services again, or payment of the cost of having the Chrome Services supplied again.

Section 14.12.3 (Governing Law) is amended by inserting the following text at the end of that Section: "IF APPLICABLE LAW PREVENTS A DISPUTE FROM BEING RESOLVED IN A CALIFORNIA COURT, THEN CUSTOMER MAY FILE THE DISPUTE IN CUSTOMER'S LOCAL COURTS. IF APPLICABLE LAW PREVENTS CUSTOMER'S LOCAL COURT FROM APPLYING CALIFORNIA LAW TO RESOLVE A DISPUTE, THEN THE DISPUTE WILL BE GOVERNED BY THE APPLICABLE LOCAL LAWS OF CUSTOMER'S COUNTRY, STATE, OR OTHER PLACE OF RESIDENCE."

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

EMEA - All regions

All instances of the words below are replaced as follows:

"unauthorized" with "unauthorised"

"authorizes" with "authorises"

"reorganization" with "reorganisation"

Section 4.2.1 is replaced as follows:

4.2.1 Payment. All payments due are in the currency indicated on the Order Form or invoice

Section 4.2.5(i) is replaced as follows:

(i) charge interest on the overdue amount at 1.5% per year above the base rate of Barclays Bank PLC from the payment due date until paid in full, and

Section 4.2.6 is replaced as follows:

4.2.6 **Taxes.** Taxes are not included in the Fees. Customer will pay Taxes for the Chrome Services.

Section 13.1.2(ii) is replaced as follows

(ii) £25,000

Section 14.12 is replaced as follows:

14.12 Governing Law.

a. The Agreement and any dispute (contractual or non-contractual) concerning the Agreement or its subject matter or formation (a "Dispute") is/are governed by English law.

b. Any Dispute will be referred to and finally resolved by arbitration under the rules of the LCIA, which rules are deemed to be incorporated by reference into this Section. The number of arbitrators will be three. The seat, or legal place, of arbitration will be London, England. The language to be used in the arbitration will be English.

c. This Section 14.12 is without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief.

Latin America - all regions

Section 14.12 is replaced as follows:

14.12 Governing Law.

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

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

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

d. The arbitrator may not decide by equity.

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

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

g. Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

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

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