

[Sign In](#)

Search...



SHI Customer Agreement for Google Cloud Platform (Non-TOS Customer)

The Customer Agreement (this "[Agreement](#)") applies to Customer's purchase of Services from Reseller under an Order (each such term as hereinafter defined). Except as modified herein, this Customer Agreement is governed by the [SHI Online Resale Customer Terms and Conditions](#) unless a separate resale agreement exists between Reseller and Non-TOS Customer (the "[Resale Agreement](#)"), which is hereby incorporated as part of this Customer Agreement.

Non-TOS Customer and SHI agree as follows:

1. Provision of Services

- 1.1 **Google TOS.** The Google TOS is not binding on Non-TOS Customer, even if Non-TOS Customer is required to accept the Google TOS in order to access the Services.
- 1.2 **Service Specific Terms and Acceptable Use Policy.** The Service Specific Terms and AUP are incorporated by reference into this Customer Agreement and govern Non-TOS Customer's use of the Services. Non-TOS Customer acknowledges and agrees that Google is an intended third party beneficiary with respect to this Section (Service Specific Terms and AUP) with enforceable rights equivalent to Google's direct rights under the Service Specific Terms and AUP.
- 1.3 **Service Level Agreements.**
 - (a) Google will provide the Services to Non-TOS Customer in accordance with the applicable SLA (if any). To the extent permitted by law, Non-TOS Customer's sole and exclusive remedies for Google's failure to provide the Services in accordance with the applicable SLA, or for any failure(s) to meet or exceed the applicable service level(s) stated in the applicable SLA, are those stated in the SLA.
 - (b) Reseller shall provide any applicable Google SLA remedies, solely as described in the applicable SLA, directly to Non-TOS Customer, and Non-TOS Customer shall request such remedies directly from Reseller. Google will make such remedies available to Reseller to pass through to Non-TOS Customer in accordance with the applicable SLA.
- 1.4 **Disclaimer.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, RESELLER AND GOOGLE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, REASONABLE CARE AND SKILL, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

2. Updates to Services and Terms

2.1 Changes to Services; URL Terms.

- (a) **Limitations on Changes.** 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.
- (b) **Discontinuance.** Notwithstanding the Section above (Limitations on Changes), Google may discontinue a Service (or associated material functionality), provided that Google will notify Reseller at least 36 months before discontinuing any Key Service (or associated material functionality), and at least 12 months before discontinuing any other Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality. Reseller will pass through any such notifications to Non-TOS Customer.
- (c) **Support.** Google will continue to provide product and security updates, and GCP Technical Support Services, until the conclusion of the applicable notice period under the Section above (Discontinuance).
- (d) **Backwards Incompatible Changes.** Notwithstanding the Section above (Limitations on Changes), Google may significantly modify a Non-TOS Customer-facing Google API in a backwards-incompatible manner, provided that Google will notify Reseller at least 12 months before doing so. Reseller will pass through any such notifications to Customer.
- (e) **Changes to URL Terms.** Google may update the URL Terms, provided the updates do not: (i) result in a material degradation of the overall security of the Services, or (ii) have a material adverse impact on Non-TOS Customer's rights under the URL Terms. Google will notify Reseller of any material updates to URL Terms, and Reseller will pass through any such notifications to Non-TOS Customer. Material changes to the URL Terms will be effective 30 days after Reseller receives notice of such changes.

2.2 **Changes to this Customer Agreement.** Reseller may update this Customer Agreement as reasonably necessary to accommodate changes to Google's terms with Reseller. Reseller will notify Non-TOS Customer of any material updates to this Customer Agreement, which will be effective 30 days after Non-TOS Customer receives notice of such changes.

2.3 **Permitted Changes.** Nothing in this Section (Updates to Services and Terms) limits Google's or Reseller's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality. Notwithstanding the above, material changes made to comply with applicable law or to address a material security risk will be effective upon notice.

3. Software.

Google may make Software available, including third-party software. Non-TOS Customer may choose to use the Software subject to the applicable provisions in the Service Specific Terms.

4. Restrictions

- 4.1 **Use Restrictions.** Unless Google specifically agrees in writing, Non-TOS Customer will not, and will not allow 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 Services (except to the extent such restriction is expressly prohibited by applicable law) or (b) access or use the Services or the TSS: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the Department of State; (iv) in a manner that breaches, or causes the breach of, Export Laws; (v) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services; (vi) to engage in cryptocurrency mining without Google's prior written approval; or (vii) to transmit, store, or process health information subject to HIPAA regulations, except as permitted by an executed BAA.
- 4.2 **Additional Use Restrictions.** Unless otherwise permitted in the Service Specific Terms, Non-TOS Customer will not, and will not allow its parties under its control to: (a) use the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of an Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of an Application that provides value distinct from the Services.

5. Data Processing; Consents

5.1 Data Processing.

- (a) Google is a processor, and Non-TOS Customer is the controller, of any Non-TOS Customer personal data contained in Customer Data.
- (b) Reseller shall not process on behalf of Non-TOS Customer, and shall not be a processor of, any personal data submitted by Non-TOS Customer pursuant to this Customer Agreement or through the Services. For clarity, Reseller shall be a controller of any Customer Information that Non-TOS Customer provides to Reseller to manage the business relationship between the parties, and shall comply with its obligations under Applicable Privacy Law.

5.2 Consents.

- (a) Non-TOS Customer is responsible for any consents and notices required to permit: (a) Non-TOS Customer's use and receipt of the Services and (b) Non-TOS Customer's provision of data, and Google's accessing, storing, and processing of data for the provision of the Services.
- (b) Non-TOS Customer consents to Reseller disclosing Customer Information to Google as required for the provision of the Services.

- 5.3 **Feedback.** At its option, Non-TOS Customer may provide Feedback to Google. If Non-TOS Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Non-TOS Customer.

Termination/Suspension of Services

- 6.1 **Project Removal.** Google reserves the right to remove any Project or terminate the provision of the Services to a Project for inactivity upon 30 days' advance notice, if, for a period exceeding 180 days, such Project has not incurred any fees for Services and does not have network activity.
- 6.2 **Services Suspension.** Google or Reseller (as applicable) may suspend the Services in the following circumstances:
- (a) **AUP Violation.** If Reseller becomes aware that any Application, Project, or Customer Data violates the AUP, Reseller will immediately Suspend the relevant Application or Project, or Non-TOS Customer's access to or use of the Services, and/or remove the relevant Customer Data. Google may Suspend all or part of Non-TOS Customer's use of the Services if Reseller fails to Suspend or remove as described in this Section.
 - (b) **Compliance.** Google may Suspend the Services if necessary to comply with law or protect the Services or Google's infrastructure supporting the Services.
 - (c) **Non-Payment.** Reseller may Suspend provision of the Services to Non-TOS Customer if Non-TOS Customer breaches its payment obligations to Reseller under this Customer Agreement and the applicable Order, and fails to cure that breach within 10 business days after receipt of written notice.
- 6.3 **Limitations on Suspension.** If Google Suspends the Services as described in this Section (Cessation/Suspension of Services), then Google will provide Reseller notice of the cause for Suspension without undue delay, to the extent legally permitted, and Reseller will pass through any such notifications to Non-TOS Customer. Any Suspension as described in this Section (Cessation/Suspension of Services) will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

7. Pricing and Payment Terms

- 7.1 **Usage and Invoicing.** Non-TOS Customer will pay for all fees accrued by Non-TOS Customer for the Services and GCP Technical Support Services (if any) that are billed to Non-TOS Customer's billing subaccount net thirty (30) days after receipt of a valid invoice at the remit-to address specified by Non-TOS Customer. Non-TOS Customer's obligation to pay all fees is non-cancellable. Reseller will invoice Non-TOS Customer on a monthly basis at the end of the then-current month.
- 7.2 **Payment.** Payments must be made in accordance with the instructions in the invoice.

8. Technical Support Services.

Reseller is responsible for providing technical support to Non-TOS Customer, unless Reseller has purchased GCP Technical Support Services for Non-TOS Customer (or Non-TOS Customer has purchased such services) and Google has agreed to provide those GCP Technical Support Services directly to Non-TOS Customer.

9. Indemnification; Liability.

To the extent permitted by applicable law:

- 9.1 Non-TOS Customer will defend and indemnify Reseller against any Indemnified Liabilities in any third-party legal proceeding(s) to the extent arising from: (i) Non-TOS Customer's use of the Services in violation of the Service Specific Terms or the AUP; or (ii) Non-TOS Customer's breach of its obligations under the Section (Restrictions).
- 9.2 Google disclaims all liability for any damages (whether direct, indirect, incidental, consequential, or otherwise) arising from Reseller's resale and/or supply of the Services to Non-TOS Customer.

10. Term of Customer Agreement

- 10.1 **Initial Term.** Subject to Non-TOS Customer's payment of fees, the initial term will start on the date that Non-TOS Customer issues the Order to Reseller and continue for a period of 12 months, unless terminated earlier in accordance with this Customer Agreement (the "Initial Term").
- 10.2 **Renewal Term.** At the end of the Initial Term and each anniversary of the Initial Term, this Customer Agreement will automatically renew for successive 12-month periods (each 12-month period being a "Renewal Term") unless Non-TOS Customer or Reseller gives written notice of its intent not to renew at least 30 days before the end of the Initial Term or Renewal Term (as applicable).

11. Contract Relationship.

Non-TOS Customer acknowledges that Reseller and Google are independent contractors and that Reseller is not Google's agent or partner or in a joint venture with Google.

12. Resale and Use of the Maps Services

- 12.1 For the avoidance of doubt, Reseller is not reselling or supplying the Maps Services to Non-TOS Customer under this Customer Agreement.
- 12.2 Non-TOS Customer acknowledges that: (a) Google has not implemented technical restrictions limiting resale of, access to, or use of the Maps Services; and (b) the Maps Services have additional restrictions on use, functionality, or both, as described in the then-current terms listed at <https://cloud.google.com/maps-platform/terms> ("Maps Additional Terms"). Non-TOS Customer agrees that: (i) Reseller's resale or supply of Services does not entitle Non-TOS Customer to use or access Maps Services; (ii) the Maps Additional Terms govern any use of or access to the Maps Services; and (iii) any use of or access to the Maps Services will be deemed to be acceptance of the Maps Additional Terms by Non-TOS Customer.
- 12.3 If Reseller discovers or is notified that Non-TOS Customer is using the Maps Services despite the limitations stated above, then Reseller shall notify Non-TOS Customer that Non-TOS Customer's use of Maps Services is not authorized and Non-TOS Customer shall be required to conform its usage of the Maps Services to the Maps Additional Terms within fifteen (15) days of receiving such notice.

13. Entire Agreement; Order of Precedence.

This Customer Agreement supplements, amends, and is incorporated into the Resale Agreement solely with respect to the Services. The Resale Agreement, this Customer Agreement and the Order comprise the complete statement of agreement of Reseller and Non-TOS Customer with regard to this subject matter. In the case of any conflict or inconsistency in terms, the order of precedence is as follows: (1) this Customer Agreement, (2) the Resale Agreement, and (3) the Order.

14. Additional Definitions

"Acceptable Use Policy" or "AUP" means the then-current acceptable use policy for the Services stated at <https://cloud.google.com/cloud/terms/aup> or any successor URL.

"Applicable Privacy Law" means, any national, federal, European Union, state, provincial, or other privacy, data security, or data protection law or regulation, including the EU GDPR.

"Application(s)" means any software program that Non-TOS Customer creates or hosts using the Services.

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

"controller" has the meaning given by Applicable Privacy Law or, absent any such meaning, by the EU GDPR.

"Customer Data" means (a) data provided to Google by or on behalf of Non-TOS Customer through the Services under the Account and (b) data that Non-TOS Customer derive from that data through their use of the Services.

"Customer Information" means Customer's legal entity name and legal address. "Customer Information" may also mean contact information, including email and phone number, as applicable.

"EU GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"Exemption Page" means the then-current terms set out at <https://cloud.google.com/terms/direct-tos-exemptions> or any successor URL.

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

"Google API" means any application programming interface provided by Google as part of the Services.

"Google TOS" means the terms of service for Google Cloud Platform, Looker (original), and SecOps at <https://cloud.google.com/terms/> or, if applicable, an offline variant of such terms entered into by Customer and Google (or a Google Affiliate).

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

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

"Key Service(s)" means the then-current list of Services at <https://cloud.google.com/terms/key-services>.

"Maps Services" means the Google Maps services that Google makes available.

"Non-TOS Customer" means a customer who is exempt from having to enter into a binding Google TOS directly with Google or a Google Affiliate to govern that customer's use of Services. Categories of Non-TOS Customers are set out in the Exemption Page.

"Order" means the purchase order, addenda or other document used for the purpose of ordering Services pursuant to this Customer Agreement.

"personal data" has the meaning given by Applicable Privacy Law or, absent any such meaning, by the EU GDPR.

"processor", "process" and "processed" have the meaning given by Applicable Privacy Law or, absent any such meaning, by the EU GDPR.

"Project" means a collection of Google Cloud Platform resources configured by Non-TOS Customer via the Services.

"Reseller" means (as applicable) SHI International Corp. or its Affiliate identified in the Order.

"Service Specific Terms" means the then-current terms specific to one or more Services or Software described <https://cloud.google.com/cloud/terms/service-terms> or any successor URL.

"Services" also referred to as "Products" means the then-current services described at <https://cloud.google.com/terms/services> or any successor URL, excluding (a) any Third-Party Offerings, (b) any services marked as not available for resale, or (c) any services that Google determines (at its discretion) to require additional terms.

"SLA" means the then-current service level agreements at <https://cloud.google.com/terms/sla/> or any successor URL.

"Software" means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services and any updates Google may make to any of the foregoing from time to time, excluding any Third-Party Offerings.

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

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

"TSS" or "GCP Technical Support Services" means the then-current Google Cloud Platform technical support service provided under the TSSG.

"URL Terms" means the following Google URL terms: AUP, Exemption Page, TSSG for the Google Cloud Platform Product, SLA, and Service Specific Terms.



[About SHI](#)

[Events](#)

[Careers](#)

English

[Privacy](#) | [Terms and Conditions](#) | [ISO Compliance](#) | [FAQ](#) | [Accessibility Statement](#) | [California Transparency in Supply Chains](#) | [Do Not Sell or Share My Personal Information](#) |

© 2025 SHI International Corp. All Rights Reserved. This site is owned and maintained by SHI for the use of its customers.

www.shi.com : Corporate Customer : 20

