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SHI Customer Agreement for Google Cloud Platform (TOS Customer)

The Customer Agreement (this "[Agreement](#)") applies to TOS 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 TOS Customer (the "[Resale Agreement](#)"), which is hereby incorporated as part of this Customer Agreement.

TOS Customer and SHI agree as follows:

1. Provision of Services

1.1 Admin Console.

- (a) Reseller may use the Admin Console to manage TOS Customer's use of the Services.
- (b) Reseller may be technically able to Suspend TOS Customer's Google Cloud Platform account and may have, at TOS Customer's discretion, the ability to access TOS Customer's Google Cloud Platform account; however, Reseller will Suspend TOS Customer's Services and access such account(s) only in accordance with this Customer Agreement. Google will have no liability arising out of Reseller's Suspension of TOS Customer's Services or access to such account(s).
- (c) Reseller may have the ability to view TOS Customer's billing account metadata; however, Reseller will access such metadata only in accordance with this Customer Agreement.

1.2 Google TOS.

- (a) TOS Customer acknowledges and agrees that in order to access the Services, TOS Customer will have to accept the Google TOS.
- (b) If TOS Customer or Google brings a claim under the Google TOS: (A) neither TOS Customer nor Reseller will object to TOS Customer or Reseller disclosing to Google the amount of any fees paid and payable by TOS Customer under this Customer Agreement for the Services; and (B) TOS Customer and Reseller agree to waive any claims that the disclosure of such fees is a breach of Reseller's or TOS Customer's confidentiality obligations.

1.3 Service Level Agreements.

- (a) Google will provide the Services to TOS Customer in accordance with the applicable SLA (if any). To the extent permitted by law, 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 TOS Customer, and TOS Customer shall request such remedies directly from Reseller. Google will make such remedies available to Reseller to pass through to 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 Terms

- 2.1 **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 TOS Customer of any material updates to this Customer Agreement, which will be effective 30 days after TOS Customer receives notice of such changes.
- 2.2 **Permitted Changes.** Nothing in this Section (Updates to Terms) limits Reseller's ability to make changes required to comply with applicable law or address a material security risk. 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. TOS Customer may choose to use the Software subject to the applicable provisions in the Service Specific Terms.

4. Data Processing; Consents

4.1 Data Processing.

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

2 Consents.

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

5. Cessation/Suspension of Services

- 5.1 **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.
- 5.2 **Services Suspension for Non-Payment.** Reseller may Suspend provision of the Services to TOS Customer if 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.
- 5.3 **Limitations on Suspension.** 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.

6. Pricing and Payment Terms

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

7. Technical Support Services.

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

8. Term of Customer Agreement.

- 8.1 **Initial Term.** Subject to TOS Customer's payment of fees, the initial term will start on the date that 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").
- 8.2 **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 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).

9. Contract Relationship.

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.

10. Resale and Use of the Maps Services

- 10.1 For the avoidance of doubt, Reseller is not reselling or supplying the Maps Services to TOS Customer under this Customer Agreement.
- 10.2 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"). TOS Customer agrees that: (i) Reseller's resale or supply of Services does not entitle 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 TOS Customer.
- 10.3 If Reseller discovers or is notified that TOS Customer is using the Maps Services despite the limitations stated above, then Reseller shall notify TOS Customer that TOS Customer's use of Maps Services is not authorized and 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.

11. 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 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.

12. Additional Definitions

"Admin Console" means the online console(s) and/or tool(s) provided by Google to Reseller for administering the Services.

"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.

"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 TOS Customer through the Services under TOS Customer's Google Cloud Platform account, and (b) data that TOS Customer derives from that data through

their use of the Services, in either case to the extent that such provided or derived data is under TOS Customer's organizational resource.

"Customer Information" means TOS Customer's legal entity name and legal address. "Customer Information" also means 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.

"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 TOS Customer and Google (or a Google Affiliate).

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

"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 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.

"[TOS Customer](#)" means a customer who has entered into binding Google TOS directly with Google or a Google Affiliate to govern the customer's use of Services, and who is not exempt as per the Exemption Page.

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



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