

## Google Cloud Skills Boost for Organizations Terms of Service

These Google Cloud Skills Boost for Organizations Terms of Service (the "Agreement") are entered into by Qwiklabs Inc. (a wholly owned subsidiary of Google LLC) ("Qwiklabs") and the entity agreeing to these terms ("Customer") and govern Customer's access to and use of the Services.

The Agreement is effective when Customer clicks to accept it (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to the Agreement; (ii) you have read and understand the Agreement; and (iii) you agree, on behalf of Customer, to the Agreement.

### 1. Provision of the Services.

*1.1 Services Use.* During the Term, Qwiklabs will provide the Services, and Customer may use the Services subject to any applicable License Periods.

*1.2 Admin Console.* Customer will have access to the Admin Console, through which Customer may manage (a) its use of the Services and (b) membership of Customer Organizations.

*1.3 Accounts.* For all accounts listed below, Customer is responsible for the information it or its End Users provide to create an account, the security of passwords for any accounts, and for its and its End Users' use of any accounts.

*(a) Customer Account.* Customer must set up a Customer Account as part of the Services.

*(b) Member Accounts.* Customer may invite and permit individuals to use the Services as a Member of a Customer Organization. Members must have a Member Account to use the Services.

*(c) Resource Accounts.* As part of the Services, Qwiklabs may make limited access to Resources available to Customer by providing End Users with a Resource Account. Customer may access and use Resources solely to receive the Services in accordance with the Agreement and any additional written instructions or limitations (including usage limits) provided to Customer or End Users by Qwiklabs. Qwiklabs may Suspend or terminate Customer's and End Users' access to Resources for any reason. Use of Resources may be subject to separate terms of use for the applicable Resource.

### *1.4 Modifications.*

*(a) To the Services.* Qwiklabs may update, modify, or discontinue all or part of the Services from time to time.

*(b) To the Agreement.* Qwiklabs may make changes to the Agreement from time to time. Unless otherwise noted by Qwiklabs, material changes to the Agreement will become effective 30 days after they are posted, except to the extent the changes apply to new functionality or the Data Processing and Security Terms, or are required by applicable law or in urgent situations, such as preventing ongoing abuse, in which case they will be effective immediately. Non-material changes will be effective immediately. The amended Agreement will be posted to Qwiklabs' website with an update to the "Last Updated" date above. If Customer does not agree to the revised Agreement, Customer may stop using the Services. Customer may also terminate the Agreement for convenience under Section 8.3 (Termination for Convenience). Customer's continued use of the Services after such material change will constitute Customer's consent to such changes. Qwiklabs will post any modification to the Agreement to <https://cloud.google.com/terms/skillsboost-organizations>.

*(c) To the Data Processing and Security Terms.* Qwiklabs may only change the Data Processing and Security Terms where such change is required to comply with applicable law, or is expressly permitted by the Data Processing and Security Terms, or:

- (i) is commercially reasonable;
- (ii) does not result in a material reduction of the security of the Services;
- (iii) does not expand the scope of or remove any restrictions on Qwiklabs' processing of Customer Data as described in the Data Processing and Security Terms (if applicable);
- and
- (iv) does not have a material adverse impact on Customer's rights under the Data Processing and Security Terms.

If Qwiklabs makes a material change to the Data Processing and Security Terms in accordance with this Section 1.4(c) (Modifications: To the Data Processing and Security Terms), Qwiklabs will post the change at the webpage containing the Data Processing and Security Terms.

## **2. Customer Obligations.**

*2.1 Compliance.* Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Qwiklabs of any unauthorized use of, or access to, the Services, any accounts described in Section 1.3 (Accounts), or Customer's or an End User's password of which Customer becomes aware. Qwiklabs reserves the right to investigate any potential violation of the AUP or the Restrictions (Section 2.3) by Customer or its End Users.

*2.2 Privacy.* Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Qwiklabs's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

**2.3 Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, or create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all 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 any or all of the Services; (d) use Resources in violation of any terms of use governing such Resource; or (e) access or use the Services (i) in violation of the AUP; (ii) to build a competitive product or service or otherwise exploit the Services for any commercial purpose without the express written consent of Qwiklabs; (iii) to engage in cryptocurrency mining; (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 causes the breach of, Export Control Laws; (vi) in a manner intended to avoid or circumvent usage limits or restrictions on Resources; or (vii) in connection with a website or service that is marketed or provided to children under the age of 18 or the age of consent in the country where the website or service is provided.

### **3. Suspension.**

**3.1 AUP Violations.** If Qwiklabs becomes aware or has reason to believe that Customer's or any End User's use of the Services violates the AUP, Qwiklabs may (a) Suspend Customer or its End Users' use of the Services until the violation is corrected and/or (b) terminate the applicable Member's use of the Services. If Services are Suspended, Customer or its End Users may contact Qwiklabs's support team to discuss how to resume Services.

**3.2 Other Suspension.** Qwiklabs may immediately Suspend all or part of Customer's use of the Services if (a) Qwiklabs reasonably believes Customer's or any End User's use of the Services could adversely impact the Services, other customers' or their end users' use of the Services, or the Qwiklabs network or servers used to provide the Services; (b) there is suspected unauthorized third-party access to the Services; (c) Qwiklabs reasonably believes that immediate Suspension is required to comply with any applicable law; (d) Customer is in breach of Section 2.3 (Restrictions); or (e) Customer or its End Users use the Resources for any purpose other than to receive the Services. If Services are Suspended, Customer or its End Users may contact Qwiklabs's support team to discuss how to resume Services.

### **4. Intellectual Property Rights; Course Materials; Feedback.**

**4.1 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 any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Qwiklabs owns all Intellectual Property Rights in the Services. The Agreement does not grant Customer any rights, implied or otherwise, to any intellectual property in Third Party Content or Resources.

**4.2 Course Materials.** As part of the Services, Qwiklabs may make Course Materials available to End Users. Course Materials are Qwiklabs's Confidential Information. End Users may use Course Materials only to receive the Services and may not share Course Materials with any other individual.

**4.3 Customer Feedback.** At its option, Customer may provide feedback or suggestions about the Services to Qwiklabs ("Feedback"). If Customer provides Feedback, then Qwiklabs and its Affiliates may use that Feedback without restriction and without obligation to Customer.

**5. Protection of Customer Data.** Qwiklabs will access or use Customer Data only to provide the Services and support to Customer or as otherwise instructed by Customer and will not use it for any other Qwiklabs products, services, or advertising. Qwiklabs has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.

## **6. Confidential Information.**

**6.1 Obligations.** The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the 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 Affiliates, employees, agents, 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 the Agreement.

**6.2 Required Disclosure.** Notwithstanding any provision to the contrary in the Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. 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 a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

## **7. Term and Termination.**

**7.1 Agreement Term.** The term of the Agreement (the "Term") will begin on the Effective Date and continue until the date the Agreement is terminated as permitted in this Section 7 (Term and Termination).

**7.2 Termination for Breach.** To the extent permitted by applicable law, either party may terminate the Agreement immediately on written notice if (a) the other party is in material breach of the

Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach or (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

*7.3 Termination for Convenience.* Customer may stop using the Services at any time. Customer may terminate the Agreement for its convenience at any time on written notice and, upon termination, must cease use of the applicable Services. Qwiklabs may terminate the Agreement for its convenience at any time with 30 days prior written notice to Customer.

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

*7.5 Effect of Termination.* If the Agreement is terminated, then all rights and access to the Services will terminate (including access to Customer Data, if applicable), unless otherwise described in the Agreement.

**8. Marketing and Publicity.** Each party may only use the other party's Brand Features in connection with the Agreement with the prior written consent of the other party. If Qwiklabs provides written consent, Customer may only display Qwiklabs Brand Features in accordance with the Trademark Guidelines. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

## **9. Representations and Warranties.**

9.1 Each party represents and warrants that (a) it has full power and authority to enter into the Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

*9.2 Anti-Bribery and Government Ethics Representations and Warranties.* If Customer is a Government Entity, Customer represents that (i) Services are not being offered as a gift to individual Customer employees and can only be used for the benefit of the Government Entity, not for personal or hobby use by individual Customer employees; (ii) Customer will independently determine the individual Customer employees who are eligible to use Services; (iii) Customer's acceptance of Services is consistent with all applicable laws and regulations, including relevant Anti-Bribery Laws and ethics rules and laws; and (iv) access to the Services will not negatively impact Qwiklabs' current or future ability to do business with Customer.

**10. Disclaimer.** Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, the Services are provided "as-is" and Qwiklabs (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including

warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services, Third Party Content or Resources and (b) makes no representations about content or information accessible through the Services, Third Party Content, or Resources.

## **11. Limitation of Liability.**

*11.1 No Liability.* To the extent permitted by applicable law and subject to Section 11.3 (Unlimited Liabilities), (a) neither party will have any Liability arising out of or relating to the Agreement for any (i) indirect, consequential, special, incidental, or punitive damages, or (ii) lost revenues, profits, savings, or goodwill, and (b) Qwiklabs will not have any Liability arising out of or relating to the Agreement for any Third Party Content or Resources.

*11.2 Limitation on Amount of Liability.* Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to \$10,000.

*11.3 Unlimited Liabilities.* Nothing in the Agreement excludes or limits either party's Liability for:

- (a) its fraud or fraudulent misrepresentation;
- (b) its obligations under Section 12 (Indemnification);
- (c) its infringement of the other party's Intellectual Property Rights; or
- (d) matters for which liability cannot be excluded or limited under applicable law.

## **12. Indemnification.**

*12.1 Qwiklabs Indemnification Obligations.* Qwiklabs will defend Customer and indemnify Customer against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Qwiklabs Brand Feature, in each case used in accordance with the Agreement, infringes the third party's Intellectual Property Rights.

*12.2 Customer Indemnification Obligations.* Customer will defend Qwiklabs and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any 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 2.3 (Restrictions).

*12.3 Exclusions.* Sections 12.1 (Qwiklabs 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, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement, and (c) in the case of Qwiklabs as the indemnifying party, (i) Resources, or (ii) Third Party Content.

*12.4 Conditions.* Sections 12.1 (Qwiklabs Indemnification Obligations) and 12.2 (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 12.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 12.1 (Qwiklabs Indemnification Obligations) or 12.2 (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.

### ***12.5 Remedies.***

(a) If Qwiklabs reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Qwiklabs may, at its sole option and expense (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Qwiklabs does not believe the remedies in Section 12.5(a) are commercially reasonable, then Qwiklabs may Suspend or terminate Customer's use of the impacted Services.

***12.6 Sole Rights and Obligations.*** Without affecting either party's termination rights, this Section 12 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 12 (Indemnification).

## **13. Miscellaneous.**

***13.1 Notices.*** Notices to Customer must be sent to the Notification Email Address and notices to Qwiklabs 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.

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

***13.3 Assignment.*** Neither party may assign any part of the 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 the Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

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

**13.5 Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

**13.6 Subcontracting.** Qwiklabs may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

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

**13.8 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.

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

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

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

**13.12 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 THE 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 THE 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 13.12(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 THE 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.

*13.13 Amendments.* Except as stated in Section 1.4(b) (Modifications: To the Agreement) or (c) (Modifications: To the Data Processing and Security Terms), any amendment must be in writing, signed by both parties, and expressly state that it is amending the Agreement.

*13.14 Survival.* The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property Rights; Course Materials; Feedback), Section 5 (Protection of Customer Data), Section 6 (Confidential Information), Section 7.5 (Effect of Termination), Section 10 (Disclaimer), Section 11 (Limitation of Liability), Section 12 (Indemnification), and Section 13 (Miscellaneous).

*13.15 Entire Agreement.* The Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. 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 URL Terms are incorporated by reference into the Agreement. After the Effective Date, Qwiklabs may provide an updated URL in place of any URL in the Agreement.

*13.16 Conflicting Terms.* If there is a conflict between the documents that make up the Agreement, the documents will control in the following order (of decreasing precedence): the Data Processing and Security Terms, the Regional Terms, the remainder of the Agreement (excluding the URL Terms), and the URL Terms (excluding the Data Processing and Security Terms and Regional Terms).

*13.17 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.

*13.18 Conflicting Languages.* If the Agreement is translated into any language other than English, 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.

*13.19 Definitions.*

- "Admin Console" means the online console(s) or dashboard provided by Qwiklabs to Customer for administering the Services.
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- "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 <http://cloudskillsboost.google/aup>.
- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under the Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.
- "Control" means control of greater than 50 percent of the voting rights or equity interests of a party.
- "Course Materials" means downloadable learning and educational documentation that Qwiklabs makes available to End Users through the Services.
- "Customer Account" means Customer's Qwiklabs account that Customer can use to administer the Services.
- "Customer Data" means data provided to Qwiklabs by or on behalf of Customer or End Users through the Services under the Customer Account.
- "Data Processing and Security Terms" means the then-current terms describing data processing and security obligations with respect to Customer Data described at <https://www.cloudskillsboost.google/organizations/dpst.pdf>.
- "End Users" means the individuals who are permitted by Customer to use the Services under the Customer Account.
- "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.

- "Government Entity" includes national, state, and local governments; government-owned or -controlled businesses or institutions (e.g., public universities, public hospitals, national telecom companies, etc.); public international organizations; and political parties.
- "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 by a court of competent jurisdiction.
- "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- "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.
- "License Period" means the term of a license provided by Qwiklabs to Customer to access and use the Services as documented in a provisioning email or the Admin Console, as applicable.
- "Member" means an End User who is permitted to use the Services as a member of a Customer Organization.
- "Member Account" means a Member's Qwiklabs account that is associated with a Customer Organization.
- "Notification Email Address" means the email address(es) designated by Customer in the Admin Console.
- "Organization" means a group of End Users invited and permitted by Customer to use the Services under the Customer Account.
- "Partner" means a third party entity that sells the Services to Customer.
- "Google Cloud Skills Boost for Organizations Site" means the website located at <http://cloudskillsboost.google> and/or any related or successor URLs operated or controlled by Qwiklabs.
- "Resources" means virtual or physical infrastructure provided to you through the Services (for example, the Google Cloud Platform). Resources may include third party infrastructure.
- "Resource Account" means a temporary account credential and password for a Resource.
- "Services" means provision of an account on the Google Cloud Skills Boost for Organizations Site to access the then-current educational, training, and learning services and content provided to Customer through the Google Cloud Skills Boost for Organizations Site or any related website operated or controlled by Qwiklabs.
- "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 Qwiklabs's net income, net worth, asset value, property value, or employment.
- "Term" has the meaning stated in Section 8.1 (Agreement Term) of the Agreement.

- "Third Party Content" means information or materials from third party content providers that are made available to Customer through the Services.
- "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- "Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features at <https://www.google.com/permissions/guidelines.html>.
- "URL Terms" means, collectively, the AUP, the Data Processing and Security Terms, and the Regional Terms.

14. *Regional Terms.* Customer agrees to any applicable regional modifications to the Agreement if Customer's billing address is in the applicable region as described at <http://cloudskillsboost.google/regional-b2b> ("Regional Terms").

Previous Versions (*Last modified July 1, 2024*)

[April 7, 2022](#)