

Google Cloud Skills Boost for Organizations Regional Terms

<p>Asia Pacific (all regions excluding Australia, Japan, India, New Zealand, Singapore) and Latin America</p>	<p>Section 13.12 (U.S. Governing Law) is replaced as follows:</p> <p>13.12 <i>Governing Law; Arbitration.</i></p> <p>(a) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED QWIKLABS 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.</p> <p>(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").</p> <p>(c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.</p> <p>(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.</p> <p>(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</p>
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	<p>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).</p> <p>(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.</p> <p>(g) Any arbitration proceeding conducted in accordance with this Section 14.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 7 (Confidential Information), including: (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to, the arbitration proceedings. In addition to the disclosure rights under Section 7 (Confidential Information), the parties may disclose the information described in this Subsection 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 <i>in camera</i> (in private).</p> <p>(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.</p> <p>(i) Each party will bear its own lawyers’ and experts’ fees and expenses, regardless of the arbitrator’s final decision regarding the Dispute.</p>
Canada	N/A

Algeria, Bahrain, Jordan, Kuwait, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Tunisia, Yemen, Egypt, United Arab Emirates and Lebanon

A new Section 7.6 is added as follows:

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

Section 13.12 (U.S. Governing Law) is replaced as follows:

13.12 Governing Law; Arbitration.

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

(b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA) ("Rules"), which Rules are deemed to be incorporated by reference to this Section.

(c) The parties will mutually select one arbitrator. The arbitration will be conducted in English and the place and the legal seat of the arbitration will be the Dubai International Financial Center, DIFC, Dubai UAE.

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

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

(f) Any arbitration proceeding conducted in accordance with this Section 13.12 (Governing Law; Arbitration) will be considered Confidential Information under Section 6 (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 6 (Confidential Information), the parties may disclose the information described in this Subsection 13.12 (f) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted *in*

camera (in private).

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

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