

Google News Initiative Innovation Challenge

Application Terms and Conditions

These application terms and conditions (“**terms and conditions**”) describe the eligibility conditions for receiving funding from the Google News Initiative Innovation Challenge (“**Program**”). By submitting an application to participate in the Program, you accept these terms and conditions. Successful applicants will be required to enter into a Funding Agreement as a condition of receiving funding.

1. Definitions and Interpretation.

1.1. In these terms and conditions:

“**Affiliate**” and “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.

“**APAC**” means Australia, Bangladesh, Bhutan, Brunei, Cambodia, Cook Islands, East Timor, Easter Island, Fiji, Hong Kong SAR, India, Indonesia, Japan, Laos, Macau SAR, Malaysia, Maldives, Mongolia, Myanmar, Nepal, New Caledonia, New Zealand, Pakistan, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam.

“**Business Sensitive Information**” means Confidential Information, relating to you or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or other third party).

“**Collaborative Project**” means a single Project involving two or more Collaborators.

“**Collaborator**” means each eligible organization or individual (i.e. a registered freelancer or sole trader or the local equivalent in your region) involved in a Collaborative Project.

“**Confidential Information**” means information that one party (or an Affiliate) discloses to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances. 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.

“**Data Protection Legislation**” means, as applicable: (a) the GDPR; and/or (b) any other applicable data protection or privacy laws and regulations in an Eligible Geographies.

“**Eligible Expenses**” has the meaning in Section 8.3 (Eligible Expenses).

“**Eligible Geography(ies)**” means either: (1) NA; (2) LATAM and Caribbean; (3) Europe; (4) MEA; or (5) APAC, depending on which region Google is currently accepting applications for as described on the Website.

“**Europe**” means Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Ukraine (excluding the so-called Donetsk People’s Republic (DNR) and Luhansk People’s Republic (LNR)).

“**funds**” and “**funding**” means money distributed to Selected Applicants under the

Program.

“Funding Agreement” means an agreement for Program funding entered into between a Selected Applicant and Google or a Google Affiliate.

“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.

“Google”, **“our”**, and **“we”** means Google LLC.

“including” means “including but not limited to”.

“Intellectual Property Rights” means all copyright, moral rights, patent rights, trade and service marks, design right, rights in or relating to databases, rights in or relating to confidential information (including trade secrets), rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

“LATAM and Caribbean” means Anguilla, Antigua and Barbuda, Argentina, The Bahamas, Barbados, Bolivia, Brazil, British Virgin Islands, Caribbean Netherlands, Chile, Colombia, Costa Rica, Curaçao, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, Venezuela.

“Lead Applicant” has the meaning in Section 5 (Collaborative Project Requirements).

“MEA” means Algeria, Angola, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Brazzaville), Democratic Republic of Congo (DRC), Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, The Gambia, Ghana, Guinea, Guinea-Bissau, Iraq, Israel, Ivory Coast, Jordan, KSA, Kenya, Kuwait, Lesotho, Libya, Lebanon, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Palestine, Oman, Qatar, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, South Sudan, Swaziland, Tanzania, Togo, Tunisia, Turkey, Uganda, UAE, Western Sahara, Zambia, Zimbabwe.

“NA” means the United States, United States Overseas Territories, and Canada.

“Personal Data” means any personal data (as defined under Data Protection Legislation) that is processed by a party under these terms and conditions in connection with the Project.

“Program Selection Panel” has the meaning in Section 7 (Selection Process).

“Program Term” means the Program duration which will start on the first date that applications for the Program are accepted as published on the Website and will continue until terminated in accordance with Section 9.1 (Termination).

“Project” means an innovative project that is intended to have a significant and positive impact on the news industry.

“Project Budget” has the meaning in Section 8.2 (Funding Caps).

“Project Personnel” means any employee, consultant, agent, contractor or

subcontractor (or an employee, consultant, agent, contractor or subcontractor thereof) engaged by you for the Project.

“Selected Applicant” means an applicant or a Lead Applicant that has been selected to receive funding from the Program.

“Website” means the Google News Initiative website at <https://newsinitiative.withgoogle.com/innovation-challenges/>.

“you” and **“your”** means you in your capacity as an applicant.

- 1.2. In these terms and conditions: (a) **“including”** means “including but not limited to”; and (b) examples are illustrative only and not the sole examples of a particular concept.
- 1.3. Google may update from time to time the contents and locations of any URL listed in these terms and conditions.

2. Eligibility.

- 2.1. Requirements. To be eligible for funding from the Program you (and any of your Collaborators) must be incorporated or registered in an Eligible Geography from which Google is currently accepting applications, as described on the Website. Subject to Section 2.3 (Restrictions), companies of any size, incorporated associations or organizations, registered academic or non-profit bodies, registered freelancers, and registered sole traders (or the local equivalent in your region) are all eligible to apply.
- 2.2. Eligible Geographies. Google may simultaneously accept applications for multiple Eligible Geographies. Eligible Geographies are subject to change and certain countries (or regions in a country) may be deemed ineligible from time to time at our discretion, including due to government orders. If you have questions about the eligibility of your country or region prior to submitting your application, please contact us at gnichallenge@google.com.
- 2.3. Restrictions. The following are not eligible to apply for funding from the Program:
 - (a) solely or substantially government-owned entities;
 - (b) unregistered organizations;
 - (c) individuals, unless you are a registered freelancer or sole trader (or the local equivalent in your region);
 - (d) Google employees or contractors; and
 - (e) organizations or individuals solely or substantially managed or operated by any person that is a member of the Program Selection Panel, including any person that is an immediate family member or lives in the same household as a member of the Program Selection Panel.

3. Applications.

- 3.1. Applications must be submitted before the deadline and in accordance with the process and instructions on the Website, which may be varied at Google’s discretion.

- 3.2. Applications must include all information and materials as requested on the Website, including Project Budget and a description of how funding will be used to develop and complete a Project.
- 3.3. Multiple applications for the same Project will not be considered.
- 3.4. We may request additional documentation to assess your application, and we reserve the right to screen each applicant, including against any applicable government sanctions list, in order to verify eligibility.
- 3.5. The parties acknowledge that these terms and conditions and this Program are not intended to alter or undermine your editorial independence, and Google's participation in this Program is solely to provide funding for selected Projects and to facilitate the development of tools and other technologies in support of the publishing industry.

4. Project Eligibility.

- 4.1. Requirements. To be eligible for funding from the Program, a Project must:
 - (a) be in a pre-launch phase (for example, at a design or prototype stage and not live);
 - (b) require Project funding for one year or less;
 - (c) relate to or promote the development of the online news industry with a focus on news output;
 - (d) clearly demonstrate through measurable indicators the Project's potential to create economic value for the applicant's business (for example a new revenue stream or cost savings); and
 - (e) have a specific innovative component.
- 4.2. Restrictions. Any Project that is:
 - (a) already launched or live at the time the application is submitted;
 - (b) limited to the creation or publication of content without a specific innovative component (for example, projects relating to news coverage only or projects merely translating news content into other languages);
 - (c) solely focused on education or training;
 - (d) an upgrade to a legacy publishing system; or
 - (e) related to collating or listing data (for example, the publication of job listings or stock exchange data, or the republication of newswires articles),is ineligible for Program funding.

5. Collaborative Project

- 5.1. Requirements. Applications may be submitted by Collaborators working together and contributing resources towards a Collaborative Project. Collaborative Projects must satisfy the following requirements:
- (a) You must select one applicant (“**Lead Applicant**”) to submit the application and on behalf of all Collaborators.
 - (b) All Collaborators must meet the eligibility requirements in Section 2 (Eligibility).
 - (c) The Lead Applicant must obtain the consent of, and all necessary agreements, releases, licenses, and approvals from, all Collaborators before submitting the application.
- 5.2. Obligations. The Lead Applicant:
- (a) will procure its Collaborators’ compliance with these terms and conditions;
 - (b) agrees that any breach of these terms and conditions by its Collaborators will be considered a breach by the Lead Applicant; and
 - (c) will enter into, with each Collaborator, a written agreement that is at least as protective of Google as these terms and conditions.
- 5.3. Restrictions.
- (a) Applications for Collaborative Projects will be void if the Lead Applicant does not disclose all Collaborators.
 - (b) We reserve the right to require any Collaborators to contract directly with us prior to progressing an application or receiving Program funding.

6. Selection Criteria.

- 6.1. You may only submit one application as a Lead Applicant, but you may be a Collaborator in any number of Collaborative Projects. Applicants that are part of a larger group company or holding structure can submit up to three applications per group company.
- 6.2. Selected Applicants will demonstrate that their Project:
- (a) conforms with the requirements listed in Section 4 (Project Eligibility), and the Program objectives and main criteria described on the Website;
 - (b) is ready to launch as soon as possible and no later than 30 days after receiving Program funding; and
 - (c) can be completed within 12 months after receiving Program funding.
- 6.3. Because Program funding is limited, we do not guarantee that any application will be successful.
- 6.4. Google reserves the right to disqualify any applicant if Google determines that it is unable to offer the Program in the applicant’s territory.

7. Selection Process.

- 7.1. All determinations of applicant and Project eligibility will be made at the discretion of Google and the Program Selection Panel. The “**Program Selection Panel**” will include employees of Google, and third-party advisors and industry expert partners selected by Google for the purposes related to assessing applications for the Program.
- 7.2. Google and the Program Selection Panel will evaluate all applications from eligible applicants and applications will be accepted on a rolling basis until the end of the Program or until all funds have been disbursed.
- 7.3. Google and the Program Selection Panel will select (a) Selected Applicants; (b) funding award amounts; and (c) disbursement schedules for each funding award. Without limiting Section 3.5, we may also request you to make changes to the scope of your proposed Project before we choose you as a Selected Applicant.
- 7.4. We will inform applicants of our decisions by contacting them on a rolling basis by email during the Program Term.
- 7.5. We may withdraw our offer if: (a) we do not receive a response within 30 days; (b) you are a Selected Applicant and you do not enter into a Funding Agreement with us; or (c) you are in breach of these terms and conditions.
- 7.6. The approximate timeframes for applicant selection will be published on the Website and are subject to change from time to time.

8. Funding; Use of Funds.

8.1. Funding Overview.

- (a) Funding Agreement. Funding is conditional on Selected Applicants entering into a Funding Agreement that will contain details about Eligible Expenses, milestones, payment schedules, payment currency, and other relevant provisions pertaining to the funds. Selected Applicants will be required to share information, materials, and other documentation requested by Google for the purpose of assessing your use of funds and tracking Project progress. The terms in the Funding Agreement will take precedence over conflicting terms in these terms and conditions.
- (b) Collaborative Project Funding.
 - (i) For Collaborative Projects (except in India), the Lead Applicant will enter into the Funding Agreement on behalf of its Collaborators, and will be responsible for: (i) distributing funds to Collaborators in accordance with the Funding Agreement; and (ii) ensuring its Collaborators’ compliance with the Funding Agreement.
 - (ii) For Collaborative Projects in India, the Lead Applicant and each Collaborator will jointly enter into the Funding Agreement. The Lead Applicant will provide Google with bank account details of each Collaborator in order for Google to proportionately distribute funds to each Collaborator in accordance with the Funding Agreement.
- (c) Taxes. All funding amounts in the Program are inclusive of taxes. Selected Applicants will be responsible for payment of any applicable taxes associated with the receipt of funding from the Program. Unless required by law, we will not

withhold taxes.

8.2. Funding Caps.

- (a) **“Project Budget”** means the total amount of all Eligible Expenses for the Project over a 12-month period. You will only include Eligible Expenses in the Project Budget you provide to Google.
- (b) In our discretion:
 - (i) Google will distribute up to USD 250,000 to Selected Applicants for each Project, up to a maximum of 70% of the total anticipated Project Budget, not to exceed 50% of a Selected Applicant’s annual gross revenue (or the combined annual gross revenue of all Collaborators in a Collaborative Project).
 - (ii) The exact amount of funds provided by us for any Project is subject to change and will be based on multiple factors including: total money available, types and number of projects selected for funding, and the veracity of your Project Budget.
 - (iii) We may distribute additional funds above these limits.

8.3. Eligible Expenses. Subject to Section 8.4 (Ineligible Expenses), funds may only be spent on the following **“Eligible Expenses”**:

- (a) the payment of personnel for their work on the Project;
- (b) engineering costs and the purchase or licensing of any equipment, tools, hardware, software and other assets or materials needed to work on the Project (including in relation to product development, project management, user experience design, database build and maintenance, and hosting); and
- (c) marketing expenses (up to a maximum of 20% of the total funding granted), or as otherwise agreed by us in writing.

8.4. Ineligible Expenses. Funds may not be spent on the following:

- (a) general and overhead costs such as office rental, furniture and travel expenses;
- (b) costs and expenses related to registering, protecting, defending or monetising any Intellectual Property Rights you may have (or that you may obtain through registration) including payments to any personnel engaged in such activities;
- (c) editorial expenses; or
- (d) expenses or liabilities incurred before the date on which the parties enter into a Funding Agreement.

8.5. Compliance with Laws.

- (a) Compliance with Laws. We will only allocate funds where permitted under applicable laws. You are responsible for complying (and you will ensure the compliance of all Project Personnel and Collaborators) with all applicable laws related to the receipt of funds, including: (i) export laws and trade sanctions regulations; (ii) competition laws; (iii) intellectual property laws; (iv) tax laws; and

(v) local laws in the country in which you or any Project Personnel or Collaborators reside in, are registered in, are incorporated in, or operate in, as applicable (such as the Foreign Contribution (Regulation) Act, 2010 (FCRA), as amended from time-to-time for applicants in India).

- (b) Compliance with Anti-Bribery Laws. In performing its obligations under these terms and conditions, you and your Project Personnel and Collaborators will comply with all applicable commercial and public anti-bribery laws (“**Anti-Bribery Laws**”), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which 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. You will not make any facilitation payments, which are payments to induce Government Officials to perform routine functions they are otherwise obligated to perform. “**Government Officials**” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
- (c) Anti-Bribery Due Diligence. You will make commercially reasonable and good faith efforts to comply with Google’s anti-bribery due diligence process, including providing requested information.

9. Termination.

9.1. Termination.

- (a) Termination due to applicable law. Google may terminate these terms and conditions immediately on written notice if Google (acting reasonably) determines that it is impracticable to continue operating the Program or offering the Program to you in light of applicable laws.
- (b) Termination due to circumstances beyond reasonable control. Either party may terminate these terms and conditions immediately on written notice if the other party has been prevented from performing its obligations under this Agreement as a result of circumstances beyond its reasonable control for a period of 30 days.

9.2. Effects of Termination. On expiration or termination of these terms and conditions:

- (a) for applicants in Indonesia and where applicable, the parties agree that for the effectiveness of the termination clauses under these terms and conditions, to waive any provisions, procedures, and operation of any applicable law to the extent that a court order is required for termination of these terms and conditions; and
- (b) Sections 8.5 (Compliance with Laws) and 9 (Termination) to 18 (Governing Law; Arbitration), and any other sections that under their terms or by implication ought to survive, will survive.

10. Intellectual Property Rights; Non-exclusivity.

- 10.1. Use of Your Application. Subject to Section 11 (Confidentiality and Publicity), You agree that your application and any information and materials provided to us by you, or on your behalf, may be used by Google, our Affiliates, and the Program Selection Panel for the purpose of performing our rights and obligations under these terms and conditions

including: (a) assessing your application; (b) assessing your ongoing compliance with these terms and conditions; (c) if your application is successful, providing funding under the Funding Agreement; and (d) preparing and sharing studies. We will not use your application or any of your information and materials in any other way without your express permission.

- 10.2. Retention of Rights. Except as expressly stated in these terms and conditions, as between you and us, you retain ownership of your Intellectual Property Rights in and to your application and any other information or materials provided to us by you, or on your behalf, as part of the application. Nothing in these terms and conditions or the Funding Agreement grants you, your Affiliates, Project Personnel or Collaborators (including their Affiliates) any rights to, or interest in, any Intellectual Property Rights of Google or its Affiliates.
- 10.3. Non-exclusivity. Google and its Affiliates may independently create, develop, purchase, sponsor, or participate in projects related to or similar to your Project and the subject matter of your application.

11. Confidentiality and Publicity.

- 11.1. Confidentiality Obligations. The recipient will not disclose the other party's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third-party contractors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under these terms and conditions while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.
- 11.2. Residuals. The recipient of Confidential Agreement under these terms and conditions may use Residuals for any purpose (including to acquire, develop, or maintain products and services), but this right does not represent a license, and neither party acquires any right, title, or interest in the other party's Confidential Information except for the limited use rights under these terms and conditions. "**Residuals**" means information that is retained in the unaided memories of recipient's Delegates who have accessed discloser's Confidential Information in accordance with these terms and conditions. Memory is unaided if the Delegate has not intentionally memorized the Confidential Information to use or disclose it.
- 11.3. Business Sensitive Information. You will not share Business Sensitive Information with us in your application or in the course of your participation in the Program except with our prior written consent and only if you label all disclosed Business Sensitive Information as 'Highly Confidential'.
- 11.4. Publicity. We intend to be transparent and to publicize our activities in relation to the Program, including by publicizing which Projects and applicants we offer funding to. We may also use information you submit in your application to prepare and share studies, and you agree that we may contact you with follow-up questions in connection with these

studies. You agree it is a condition of your application that we may publicize, including at events, in speeches, in our annual report, through social media, and in any medium online or offline: (i) aggregated data showing how funds from the Program have been awarded, including by Project type, industry sector and location; and (ii) Project-specific information, including the names and locations of applicants, the amount of funds awarded and a description of the selected Projects. We will aim to inform you in advance of any such publication.

12. Your Personal Data.

- 12.1. Any Personal Data provided by you to Google in connection with the Program will be used in accordance with Google's Privacy Policy at <https://policies.google.com/privacy> and the provisions of this Section 12 (Your Personal Data):
- 12.2. You warrant and undertake that you will obtain the appropriate consents from the relevant data subjects, in compliance with applicable Data Protection Legislation, to allow Google to use such Personal Data for the purposes of processing your application in accordance with these terms and conditions.

13. Right to Cancel, Modify or Disqualify.

- 13.1. In our discretion, we may cancel, terminate, modify or suspend the Program or cancel or amend the terms of the application process including in the event of circumstances beyond our reasonable control or changes to applicable laws.
- 13.2. In our discretion, we may disqualify or refuse applications from any applicant who provides false, misleading, or otherwise dishonest information to Google.

14. Representations and Warranties.

- 14.1. By Both Parties. Each party represents and warrants to the other that: (a) it has the power and authority to enter into these terms and conditions; and (b) it will use reasonable care and skill in complying with its obligations under these terms and conditions.
- 14.2. By You. You represent and warrant that:
 - (a) the information you provide to us in your application is true and correct;
 - (b) you have and will maintain any necessary agreements, approvals, releases, licenses and rights (including moral rights where appropriate), from any Project Personnel and Collaborators for the purposes of: (i) executing the Project; and (ii) sharing any information and materials with us in connection with your participation in the Program;
 - (c) if you are a Lead Applicant, each Collaborator will comply with these terms and conditions and You will enter into written agreements with each Collaborator that is at least as protective of Google as these terms and conditions;
 - (d) you have not entered into any other agreement or obligation which would prevent you from receiving funds through the Program or fulfilling your obligations under these terms and conditions; and
 - (e) the use by Google or its Affiliates of anything delivered or licensed to Google by

you under these terms and conditions will not infringe or violate any third party's rights (including Intellectual Property Rights).

14.3. **Disclaimers.** To the maximum extent permitted by applicable law:

- (a) the parties' only representations and warranties under these terms and conditions are expressly stated in this section; and
- (b) subject to Section 16.2 (Unlimited Liabilities), the parties disclaim all other representations and warranties (express or implied), including any warranties of merchantability, satisfactory quality, non-infringement, and fitness for purpose.

15. Defense and Indemnity

15.1. **Obligations.** You will defend and indemnify Google and its Affiliates, directors, officers, employees, and members of the Program Selection Panel against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from an allegation that Google's use of any part of your application, including any materials provided by you to Google under these terms and conditions infringes or violates a third party's Intellectual Property Rights.

15.2. **Exclusions.** Section 15.1 (Obligations) will not apply to the extent the underlying allegation arises from Google's breach of these terms and conditions or from modifications or combinations to your application, including any materials provided by you to Google under these terms and conditions that were not provided or authorized by you.

16. Liability.

16.1. **Limited Liabilities.** To the extent permitted by applicable law and subject to Section 16.2 (Unlimited Liabilities):

- (a) neither party will have any liability arising out of or relating to these terms and conditions for any:
 - (i) lost profits, revenues, goodwill, or savings; or
 - (ii) indirect, consequential, special, incidental, or punitive damages;
- (b) Google will not be liable to you or any third party for any reliance that you or any third party place upon, or actions that you or any third party take as a result of your submission of an application or participation in the Program; and
- (c) each party's total liability arising out of or relating to these terms and conditions is limited to USD \$10,000.

16.2. **Unlimited Liabilities.** Nothing in these terms and conditions excludes or limits either party's liability for

- (a) death or personal injury resulting from its negligence or the negligence of its employees, contractors, or agents;
- (b) fraud or fraudulent misrepresentation;

- (c) **its obligations under Section 15 (Defense and Indemnity); or**
- (d) **for matters for which liability cannot be excluded or limited under applicable law.**

17. General.

- 17.1. Notices. All notices must be in English and in writing. Notices of breach or termination must be addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic records.
- 17.2. Assignment. Except by Google to its Affiliates neither party may assign any part of these terms and conditions without the written consent of the other.
- 17.3. Change of Control. During the Program Term, if the applicant experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) or sells all or substantially all of its assets: (a) the applicant will give written notice to Google within 30 days after the change of control; and (b) Google may immediately terminate these terms and conditions any time between the change of control and 30 days after it receives that written notice from the applicant.
- 17.4. Subcontracting. You may not subcontract any of your obligations under these terms and conditions without Google's prior written consent, but you may retain professional advisors at your discretion to ensure that you comply with applicable laws. You will remain liable for all subcontracted obligations and all of its subcontractors' acts or omissions.
- 17.5. Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 17.6. No Waiver. A party's delay or omission in exercising any right under these terms and conditions will not be treated as a waiver of that right.
- 17.7. Independent Contractors; No Agency. The parties are independent contractors. These terms and conditions do not create any agency, partnership, joint venture, or employment relationship.
- 17.8. No Third-Party Beneficiaries. There are no third-party beneficiaries under these terms and conditions unless these terms and conditions expressly states that there are. Google's Affiliates and members of the Program Selection Panel are third-party beneficiaries to the extent this Agreement expressly grants them rights. The parties can amend, rescind, or terminate these terms and conditions without any third-party beneficiary's consent.
- 17.9. Entire Agreement. These terms and conditions states all terms agreed between the parties and supersedes all other terms and conditions between the parties relating to its subject matter. In entering into these terms and conditions, the parties have relied solely on the express statements in these terms and conditions. Neither party has relied on, and

neither party will have any right or remedy based on, any other statement, representation or warranty (whether made negligently or innocently).

17.10. Severability. If any part of these terms and conditions is invalid, illegal or unenforceable, the rest of these terms and conditions will remain in effect.

17.11. Conflicting Languages. To the extent any translated version of these terms and conditions is inconsistent with the English version, the English version will govern.

18. Governing Law; Arbitration. Any defined term in Sections 18.2 through 18.4 will apply only to the section in which it is defined.

18.1. If you or your organization is registered in any country or region in NA, Australia, New Zealand, Singapore or Japan the following terms apply: **California law will govern all disputes arising out of or relating to this Agreement, or any related Google products or services, regardless of any conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and the parties consent to personal jurisdiction in those courts.**

18.2. If you or your organization is registered in a country or region in APAC (excluding Australia, New Zealand, Singapore and Japan) the following terms apply:

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS 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 these terms and conditions ("**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 these terms and conditions.
- (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, 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.

18.3. If you or your organization is registered in a country or region in LATAM and Caribbean the following terms shall apply:

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS 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 CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICT 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 these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) Any 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 these terms and conditions.
- (e) Any 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 these terms and conditions.
- (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 any party or any of its property.
- (g) Any arbitration conducted under these terms and conditions will be considered Confidential Information, including the existence of the arbitration, any

information disclosed during it, and any oral communications or documents related to it. The parties may also disclose such information to a competent court as may be necessary to file any order 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.

18.4. If you or your organization is registered in a country or region in Europe or MEA the following terms apply: These terms and conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning these terms and conditions.