

EU Data Act

Google Cloud Mapping

This document is designed to help Google Cloud customers in the European Economic Area (EEA) understand how Google has implemented the mandatory requirements for cloud services contracts under Chapters VI and VIII of the [EU Data Act \(DA\)](#) in the context of Google Cloud Platform (GCP).

Specifically, this document is designed to help EEA customers purchasing GCP products that are “data processing services” under the DA (as listed at <https://cloud.google.com/terms/data-portability>) understand how Google’s Service Specific Terms (SSTs), specifically the General [Service Terms \(GSTs\) included in the SSTs](#), reflect those mandatory requirements under the DA. The SSTs including the GSTs are automatically incorporated into all GCP customers’ contracts.

Note that this document does not address requirements under Chapters VI and VIII of the Data Act that do not involve contract terms, and does not address any other Chapters of the Data Act.

IMPORTANT: This document does not constitute legal advice, and is not a replacement for independent legal advice from a qualified lawyer.

If you have questions that are not answered by this document, please contact your Google Cloud representative.

Quick Links

[Google Cloud Data Portability and Switching Procedures](#)

[Data Transfer Essentials overview](#)

[Applying for free data transfer when exiting Google Cloud](#)

Mandatory Data Act contract requirement	Google commentary	Relevant section of the General Service Terms (GSTs) included in the Service Specific Terms (SSTs) for Google Cloud Platform
Chapter VI - Switching Between Data Processing Services		
Article 25 - Contractual terms concerning switching		
25(1) The rights of the customer and the obligations of the provider of data processing services in relation to switching between providers of such services or, where applicable, to an on-premises ICT infrastructure shall be clearly set out in a written contract. The provider of data processing services shall make that contract available to the customer prior to signing the contract in a way that allows the customer to store and reproduce the contract.	The rights and obligations of the parties related to switching are set out in Section 16 (EU Data Act Terms) of the GSTs. Google makes the GSTs available to customers before they sign their Google Cloud agreements, and Section 16(o) (Transition; Availability of Terms) of the GSTs explains how customers may store and reproduce the GSTs as a PDF.	Section 16 (EU Data Act Terms) of the GSTs Section 16(o) (Transition; Availability of Terms) of the GSTs
25(2) Without prejudice to Directive (EU) 2019/770, the contract referred to in paragraph 1 of this Article shall include at least the following:	As set out in Section 16(a) (Additional Definitions): Google’s “Initiation Period” corresponds to the “maximum notice	Section 16(a) (Additional Definitions) of the GSTs Section 16(d) (Customer’s Right to Switch) of the GSTs

(a) clauses allowing the customer, upon request, to switch to a data processing service offered by a different provider of data processing services or to port all exportable data and digital assets to an on-premises ICT infrastructure, without undue delay and in any event not after the mandatory maximum transitional period of 30 calendar days, to be initiated after the maximum notice period referred to in point (d), ...	period” referred to in DA Art. 25(2)(d) and is the period during which the customer must initiate the switching process (if the customer has opted for switching); Google’s “Migration Period” corresponds to the “mandatory maximum transitional period of 30 calendar days” referred to in DA Art. 25(2)(a), is the period during which the customer must migrate workloads and production data and is initiated if the customer initiates the switching process within the Initiation Period. Section 16(d) (Customer’s Right to Switch) sets out the customer’s right to switch to another provider of data processing services or to port exportable data and digital assets to an on-premises ICT infrastructure without undue delay during the Initiation Period and the Migration Period (and, therefore, not after the Migration Period).	
25(2)(a) ... during which the service contract remains applicable and during which the provider of data processing services shall: (i) provide reasonable assistance to the customer and third parties authorised by the customer in the switching process; (ii) act with due care to maintain business continuity, and continue the provision of the functions or services under the contract; (iii) provide clear information concerning known risks to continuity in the provision of the functions or services on the part of the source provider of data processing services; (iv) ensure that a high level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period specified in point (g), in accordance with applicable Union or national law;	Section 16(k) (Agreement Duration; Separate Rights; Notices; Pre-GA Offerings) confirms that the customer’s Google Cloud agreement will remain in effect until its termination in relation to the Google Cloud services the customer is switching or erasing data from. The customer’s Google Cloud agreement will therefore remain applicable during both the Initiation Period and (unless the customer opts for erasure without switching) the Migration Period. Section 16(f) (Google’s Switching Obligations) sets out that, during the Initiation Period and the Migration Period (if applicable), Google will fulfil all the obligations set out in DA Art. 25(2)(a)(i) - (iv).	Section 16(k) (Agreement Duration; Separate Rights; Notices; Pre-GA Offerings) Section 16(f) (Google’s Switching Obligations) of the GSTs
25(2)(b) an obligation of the provider of data processing services to support the customer’s exit strategy relevant to the contracted services, including by providing all relevant information;	Section 16(f) (Google’s Switching Obligations) sets out Google’s commitment to support the customer’s exit strategy for the Google Cloud data processing service the customer is switching or erasing data from, including by providing all relevant information.	Section 16(f) (Google’s Switching Obligations), subsection (vi), of the GSTs
25(2)(c) a clause specifying that the contract shall be considered to be terminated and the customer shall be notified of the termination, in one of the following cases: (i) where applicable, upon the successful completion of the switching process; (ii) at the end of the maximum notice period referred to in paragraph (d), where	Section 16(g) (Switching Initiation and Process) specifies that the customer’s Google Cloud agreement will be considered terminated, in relation to the Google Cloud data processing service the customer is switching or erasing data from, either (i) a minimum of 30 calendar days after the date on which the customer notifies Google that the customer has successfully completed the switching	Section 16(g) (Switching Initiation and Process), subsection (ii)(F)(b), of the GSTs Section 16(g) (Switching Initiation and Process), subsection (iii)(B)(b), of the GSTs

the customer does not wish to switch but to erase its exportable data and digital assets upon service termination;	process, at the calendar month end following such minimum period, or (ii) if the customer wishes to erase exportable data and digital assets without switching, at the end of the Initiation Period (i.e. the “maximum notice period” referred to in DA Art. 25(2)(d)).	
25(2)(d) a maximum notice period for initiation of the switching process, which shall not exceed two months;	Section 16(a) (Additional Definitions) defines the “Initiation Period” as the period of 30 calendar days from the end of the Intake Period (which Section 16(a) defines as the period of 14 calendar days from the date of submission of the customer’s exit request via Google’s prescribed form). The Initiation Period corresponds to the “maximum notice period” referred to in DA Art. 25(2)(d)). Under Section 16(g) (Switching Initiation and Process), if the customer has opted for switching (rather than data erasure without switching) then the customer is responsible for initiating the switching process during the Initiation Period. If the customer does not initiate the switching process during the Initiation Period, the customer will be deemed to have withdrawn their exit request, without limiting the customer’s ability to re-start the process by submitting another one. If the customer does initiate the switching process during the Initiation Period, that process will continue during the Migration Period as described in Section 16(g) (Switching Initiation and Process).	Section 16(a) (Additional Definitions) of the GSTs Section 16(g) (Switching Initiation and Process), subsections (i) and (ii), of the GSTs
25(2)(e) an exhaustive specification of all categories of data and digital assets that can be ported during the switching process, including, at a minimum, all exportable data;	Under Section 16(g) (Switching Initiation and Process), if the customer has opted for switching then all categories of data and digital assets that can be ported during the switching process, including all exportable data, are set out in subsection (ii)(B).	Section 16(g) (Switching Initiation and Process), subsection (ii)(B), of the GSTs
25(2)(f) an exhaustive specification of categories of data specific to the internal functioning of the provider’s data processing service that are to be exempted from the exportable data under point (e) of this paragraph where a risk of breach of trade secrets of the provider exists, provided that such exemptions do not impede or delay the switching process provided for in Article 23;	Under Section 16(g) (Switching Initiation and Process), if the customer has opted for switching then all categories of data and digital assets specific to the internal functioning of Google’s data processing service that are exempted from exportable data due to a risk of breach of Google’s trade secrets, but without the exemption impeding or delaying the switching process, are set out in subsection (ii)(C).	Section 16(g) (Switching Initiation and Process), subsection (ii)(C), of the GSTs
25(2)(g) a minimum period for data retrieval of at least 30 calendar days, starting after the termination of the transitional period that was agreed between the customer and the provider of data processing services, in accordance with point (a) of this paragraph and paragraph 4;	Section 16(a) (Additional Definitions) defines the “Data Recovery Period” as the period of at least 30 calendar days from the end of the Migration Period (i.e. the “transitional period” referred to in DA Art. 25(2)(g)) until termination of the customer’s Google Cloud agreement or withdrawal of the customer’s Exit Notice under Section 16(g)(ii). The maximum length of the Data Recovery Period will depend on when and whether the customer notifies Google of the customer’s successful completion of the switching process. The customer can only	Section 16(a) (Additional Definitions) of the GSTs Section 16(g) (Switching Initiation and Process), subsections (ii)(F)(a) and (b), of the GSTs

	submit such notice to Google after the end of the Migration Period and, once they do, their Google Cloud agreement will terminate (and the Data Recovery Period will end) as described in Section 16(g)(ii)(F)(b). However, if the customer does not submit such notice to Google within 180 calendar days of the end of the Migration Period, the customer will be deemed to have withdrawn their exit request (and ended the Data Recovery Period) at the end of such 180-day period, without limiting the customer's ability to re-start the process by submitting another one. Under Section 16(g) (Switching Initiation and Process), if the customer has opted for switching then during the Data Recovery Period the customer may no longer migrate workloads or production data (or otherwise consume networking resources) for switching purposes, but may complete other aspects of the switching process such as data retrieval.	
25(2)(h) a clause guaranteeing full erasure of all exportable data and digital assets generated directly by the customer, or relating to the customer directly, after the expiry of the retrieval period referred to in point (g) or after the expiry of an alternative agreed period at a date later than the date of expiry of the retrieval period referred to in point (g), provided that the switching process has been completed successfully;	As set out in Section 16(a) (Additional Definitions), the Data Recovery Period (i.e. the "retrieval period" referred to in DA Art. 25(2)(h)) ends when the customer's Google Cloud agreement terminates. Under Section 16(g) (Switching Initiation and Process), if the customer has opted for switching and notifies Google of the customer's successful completion of the switching process, their Google Cloud agreement will terminate as described in Section 16(g)(ii)(F)(b) and Google will fully erase all exportable data and digital assets generated directly by the customer or relating directly to the customer as described in Section 16(g)(ii)(F)(c). Because termination and erasure under Section 16(g) (Switching Initiation and Process) are only triggered, where a customer has opted for switching, once the customer has notified Google of the customer's successful completion of the switching process, termination and erasure cannot occur if the switching process has not been successfully completed. Note that, if on the date of termination of the customer's Google Cloud agreement in relation to the Google Cloud data processing service the customer is switching from, the customer is still using or ordering any other Google Cloud service under the same agreement, Section 16(i) (Customer's Partial Exit) sets out that full erasure of all exportable data and digital assets under Section 16(g)(ii)(F)(c) will be deferred until the agreement terminates in its entirety.	Section 16(a) (Additional Definitions) of the GSTs Section 16(g) (Switching Initiation and Process), subsections (ii)(F)(b) and (c), of the GSTs Section 16(i) (Customer's Partial Exit) of the GSTs
25(2)(i) switching charges, that may be imposed by providers of data processing services in accordance with Article 29.	Section 16(g) (Switching Initiation and Process) sets out that Google will not impose any charges for switching as described in Section 16 (EU Data Act Terms).	Section 16(g) (Switching Initiation and Process), subsection (G), of the GSTs
25(3) The contract referred to in paragraph 1 shall include clauses providing that the	Section 16(d) (Customer's Right to Switch) sets out the customer's right to switch to	Section 16(d) (Customer's Right to Switch) of the GSTs

customer may notify the provider of data processing services of its decision to perform one or more of the following actions upon termination of the maximum notice period referred to in paragraph 2, point (d): (a) switch to a different provider of data processing services, in which case the customer shall provide the necessary details of that provider; (b) switch to an on-premises ICT infrastructure; (c) erase its exportable data and digital assets.	another provider of data processing services or to port exportable data and digital assets to an on-premises ICT infrastructure. Section 16(e) (Customer's Decision) allows the customer to notify Google, by submitting the form at https://support.google.com/cloud/contact/cloud_exit (which allows for inclusion of necessary details of any destination provider of data processing services), of the customer's decision to switch as described in Section 16(d) (Customer's Right to Switch) during and/or after the Initiation Period (i.e. the "maximum notice period" referred to in DA Art. 25(3)) and/or of the customer's decision to erase its exportable data and digital assets after the Initiation Period.	Section 16(e) (Customer's Decision) of the GSTs
25(4) Where the mandatory maximum transitional period as provided for in paragraph 2, point (a) is technically unfeasible, the provider of data processing services shall notify the customer within 14 working days of the making of the switching request, and shall duly justify the technical unfeasibility and indicate an alternative transitional period, which shall not exceed seven months. In accordance with paragraph 1, service continuity shall be ensured throughout the alternative transitional period.	Section 16(h) (Extended Migration Period) allows Google to extend the Migration Period once, if Google believes a Migration Period of 30 calendar days is not technically feasible; notifies the customer within 14 calendar days of their exit request (i.e. during the "Intake Period" as defined in Section 16(a) (Additional Definitions)); and, in Google's notice, duly justifies the technical unfeasibility and defines an alternative Migration Period of no greater than 7 months. Note that, by committing under Section 16(h) (Extended Migration Period) to notify the customer of an alternative Migration Period within 14 calendar days of their exit request, Google meets the requirement under DA Art. 25(4) to notify within 14 working days (since 14 working days are equivalent to almost 21 calendar days, assuming no public holidays). Also note that, since Section 16(a) (Additional Definitions) defines the "Migration Period" to include any extension by Google, Google's commitment under Section 16(f) (Google's Switching Obligations) to fulfil all the obligations set out in DA Art. 25(2)(a)(i) - (iv) during the Migration Period will automatically apply during any alternative Migration Period.	Section 16(h) (Extended Migration Period), subsection (i), of the GSTs Section 16(a) (Additional Definitions) of the GSTs Section 16(f) (Google's Switching Obligations) of the GSTs
25(5) Without prejudice to paragraph 4, the contract referred to in paragraph 1 shall include clauses providing the customer with the right to extend the transitional period once for a period that the customer considers more appropriate for its own purposes.	Section 16(h) (Extended Migration Period) allows the customer to extend the Migration Period once, if the customer wishes to have a longer Migration Period for any reason; notifies their assigned Google support agent during the then-current Migration Period; and, in their notice, defines an alternative Migration Period. Note that Section 16(a) (Additional Definitions) defines the "Migration Period" to include any extension by the customer.	Section 16(h) (Extended Migration Period), subsection (ii), of the GSTs Section 16(a) (Additional Definitions) of the GSTs
Article 26 - Information obligation of providers of data processing services		

26 The provider of data processing services shall provide the customer with: (a) information on available procedures for switching and porting to the data processing service, including information on available switching and porting methods and formats as well as restrictions and technical limitations which are known to the provider of data processing services; (b) a reference to an up-to-date online register hosted by the provider of data processing services, with details of all the data structures and data formats as well as the relevant standards and open interoperability specifications, in which the exportable data referred to in Article 25(2), point (e), are available.	Section 16(j) (Required Information) sets out Google's commitment to provide the customer with the following information: - information about available procedures for switching and porting to and from the Google Cloud data processing services, including information about available switching and porting methods and formats as well as restrictions and technical limitations known to Google, at https://cloud.google.com/terms/data-portability; and - details of all data structures, data formats, relevant standards and open interoperability specifications available or applicable for the exportable data referred to in Section 16(g)(iii)(B) at https://cloud.google.com/terms/data-portability.	Section 16(j) (Required Information), subsections (i) and (ii), of the GSTs
Article 28 - Contractual transparency obligations on international access and transfer		
28(1) Providers of data processing services shall make the following information available on their websites, and keep that information up to date: (a) the jurisdiction to which the ICT infrastructure deployed for data processing of their individual services is subject; (b) a general description of the technical, organisational and contractual measures adopted by the provider of data processing services in order to prevent international governmental access to or transfer of non-personal data held in the Union where such access or transfer would create a conflict with Union law or the national law of the relevant Member State. 2. The websites referred to in paragraph 1 shall be listed in contracts for all data processing services offered by providers of data processing services.	Section 16(j) (Required Information) sets out Google's commitment to provide the customer with the following information and to keep it up to date: - information about the jurisdictions to which the ICT infrastructure deployed for Google Cloud data processing services is or may be subject at the URLs specified in that section; and - a general description of the technical, organisational, and contractual measures adopted by Google as provider of the Google Cloud data processing services to prevent international governmental access to or the transfer of non-personal data held in the European Union, where such access or transfer would conflict with EU or EU Member State law, in those parts of the customer's Google Cloud agreement specified in that section.	Section 16(j) (Required Information), subsections (iii) and (iv), of the GSTs
Chapter VIII - Interoperability		
Article 34 - Interoperability for the purposes of in-parallel use of data processing services		

34(1) The requirements laid down in ... Article 25(2), points (a)(ii), (a)(iv), (e) and (f) ... shall also apply mutatis mutandis to providers of data processing services to facilitate interoperability for the purposes of in-parallel use of data processing services.

Section 16(l) (Interoperability) sets out the customer's right to export data from a Google Cloud data processing service to a "Parallel DP Service" (as defined in Section 16(a) (Additional Definitions)) as described at www.google.com/data-transfer-essentials/docs/overview, subject to subsections (ii) and (iv) of Section 16(f) (Google's Switching Obligations) and subsections (ii) (B) and (C) of Section 16(g) (Switching Initiation and Process), all of which will apply mutatis mutandis to facilitate interoperability for the purpose of such parallel use of the relevant Google Cloud services.

Section 16(l) (Interoperability) of the GSTs

Section 16(a) (Additional Definitions) of the GSTs

Section 16(f) (Google's Switching Obligations), subsections (ii) and (iv), of the GSTs

Section 16(g) (Switching Initiation and Process), subsections (ii)(B) and (C), of the GSTs

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