

Customer Minimum Terms of Chrome OS

Customer's use of the Solution is subject to the following terms ("Minimum Terms"):

1. License.

- a. License. Subject to these Minimum Terms, and in consideration of Customer's payment of the Fees, Google grants to Customer, and Customer agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, limited license to use the Software and Services on the Hardware (or, if applicable, a limited license to use the Services on Customer Acquired Hardware), and any updates provided by Google, during the License Term.
- b. Shipment and Enabling. If Customer is receiving Google Apps on the same domain for which Customer is seeking to use the Solution, then Customer agrees that it cannot use the Solution with more End Users than Customer has established End User accounts for Google Apps and it can only use the Solution for the End Users that Customer has activated for Google Apps. To ensure that any new, replacement and/or renewal Hardware is shipped to the correct Customer address, Customer agrees to notify Google of any change in Customer's shipping address at least 10 days in advance of any such shipment by Google.
- c. Privacy Policy. The Solution is subject to Google's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.

2. Modifications and Updates; Replacement Hardware; Apps, Extensions and Themes.

- a. Modification to the Solution. Google may make commercially reasonable changes to the Solution from time to time. If Google makes a material change to the Solution, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change via email. Certain functionality enhancements in the Services may not function with certain Hardware (or with certain Customer Acquired Hardware)..
- b. Updates to the Hardware. For certain models of Hardware purchased by Customer under these Minimum Terms, Google may cease to provide the Services, Software updates, and TSS for such Hardware but Google will inform Customer at least 90 days in advance. In addition, in that event, Google will provide Customer the opportunity to receive comparable replacement Hardware (which may be refurbished) at no charge. For clarity, Google will not provide any replacement for Customer Acquired Hardware.
- c. Updates to Software and Services. The Solution may automatically download and install updates from Google from time to time. These updates are designed to improve, enhance and further develop the Solution and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Customer agrees to receive (and permit Google to deliver) such updates as part of Customer's use of the Solution.
- d. Replacement Hardware. Excluding Google warranty obligations (if applicable), Google is under no obligation to provide Customer with Hardware replacement or updates under this Agreement. If Google elects to provide Hardware replacement or updates, then any such replacement or update shall be at Google's sole discretion and subject to then-current TSS Guidelines. Software updates, Services, and TSS may not be provided on Hardware for which Reseller (or Google) has provided Customer a replacement under these Minimum Terms. Google will have no obligation to provide Software updates, Services, TSS, or a Hardware warranty on Hardware for which Google has provided Customer a Hardware replacement under this Agreement unless such replacement was issued as a result of Google's warranty obligations.
- e. New Applications. Google may make new applications, features or functionality for the Solution available from time to time, the use of which may be contingent upon Customer's agreement to

additional terms.

f. Apps, Extensions and Themes.

- i. Generally. This Section 2(f) applies to apps, extensions, or themes that may be pre-installed in the Software or which are installed by Customer. Apps are web applications, developed by Google or third parties, that may be installed in the Software and can modify and enhance the functionality of the Software. Extensions are small software programs, developed by Google or third parties, that can modify and enhance the functionality of the Software. Themes are a special kind of extension that change the way the Software looks. Extensions and apps may have greater privileges to access the Solution than regular webpages, including the ability to read and modify End User data. Customer's use of any apps, extensions or themes provided by Google (excluding Third Party Products) is subject to these Minimum Terms, unless otherwise indicated. Customer's use of any apps, extensions or themes provided by a third party may be subject to terms provided by the third party.
- ii. Updates. From time to time, the Solution may check with remote servers (hosted by Google or by third parties) for available updates to apps and extensions, including bug fixes or enhanced functionality. Customer agrees that such updates will be automatically requested, downloaded, and installed without further notice to Customer.
- iii. Removal. From time to time, Google may discover an app or extension that violates Google developer terms or other legal agreements, laws, regulations or policies. The Software will periodically download a list of such apps and extensions from Google's servers. Customer agrees that Google may remotely disable or remove any such app or extension from the Solution in Google's sole discretion.

3. Customer Obligations.

- a. Customer Administration of the Solution. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Solution. Customer is responsible for: (a) maintaining the confidentiality of the password to the Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these Minimum Terms; and (d) promptly notifying Google of any unauthorized use of, or access to, the Admin Console of which it becomes aware.
- b. End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the Solution and data about location of Hardware. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (ii) Google to provide the Solution.
- c. Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) if the relevant information is solely held by Google and reasonably accessible by Google, provide Customer with the information required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.
- d. Educational Institutions. If Customer is an educational institution, Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Solution by the Customer and End Users.

4. Restrictions.

- a. Generally. Subject to Section 4(b), Customer will not, and will not allow others to do any of the following unless required by law, or unless Google consents in writing: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Solution, or any component thereof; (b) copy or make derivative works of the Solution, attempt to extract the source code of the Software or Services, or otherwise attempt to reduce the Software or Services to human perceivable form; (c) use the Solution for High Risk Activities; (d) sublicense, sell, or lease the Solution or any component of the Solution; or (e) remove or alter any Brand Features or other proprietary notices on or in the Solution.
- b. Third Party Components. Any third party component embedded, included or provided for use with the Solution may only be used in conjunction with the Solution ordered in connection with these Minimum Terms, which use is subject to these Minimum Terms. Customer agrees to contract separately with the relevant third party provider for any applicable wireless Internet connectivity for the Solution. To the extent the Solution includes components governed by open source licenses with provisions inconsistent with these Minimum Terms, those components are instead governed solely by the applicable open source licenses. To the extent the Solution includes components governed by open source licenses requiring the provision of corresponding source code for those components, Google hereby provides that source code consistent with those licenses. Google hereby provides the Third Party Component Notice.

5. Ownership; Security Interest; Brand Features.

- a. Generally. Except as expressly set forth herein, these Minimum Terms do not grant Customer or Google any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Solution are the property of the applicable content owner and may be protected by applicable laws. As between Customer and Google, Google (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Solution. Title to the Hardware will pass to Customer on Customer's receipt of the Hardware. Title to any Hardware (including any components) which Customer returns to Google for replacement will pass to Google on Google's receipt of such Hardware (or components), as applicable.
- b. Display of Brand Features. Google may display those Customer Brand Features authorized by Customer within designated areas of the Services (such authorization is provided by Customer uploading its Brand Features into the Services). Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Solution to indicate that the Solution is provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in these Minimum Terms without the other's prior written consent.
- c. Brand Features Limitation. Any use of Customer's or Google's Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. Google or Customer may revoke the other's right to use its Brand Features pursuant to these Minimum Terms with written notice to the other and a reasonable period to stop the use.

6. Delivery. If Google is shipping the Products to Customer, Google will bear the risk of loss for the Products until delivered to the address provided by Reseller to Google on behalf of Customer. Upon delivery, Customer bears all risk of loss for the Products.

7. Technical Support Services.

- a. By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Solution. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.

- b. By Google. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer in accordance with the TSS Guidelines. If Google ships a replacement Hardware device to Customer in connection with providing TSS, Customer agrees to return any replaced Hardware pursuant to the TSS Guidelines.
- c. Changes to TSS Guidelines. Google may make commercially reasonable changes to the TSS Guidelines from time to time. If Google makes a material change to the TSS Guidelines, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the support portal or Help Center within thirty days after being informed of the change. If Customer notifies Google as required, then Customer will remain governed by the TSS Guidelines in effect immediately prior to the change until the end of the then-current License Term for the applicable Solution. If the TSS are renewed, they will be renewed under Google's then current TSS Guidelines.

8. Confidential Information.

- a. Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but with no less than a reasonable standard of care; and (b) not disclose the other party's Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use that Confidential Information only to exercise rights and fulfill its obligations under these Minimum Terms, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.
- b. Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- c. Required Disclosure. Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

9. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY (NOR ITS LICENSORS) MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW. GOOGLE DOES NOT WARRANT THAT THE OPERATION OF THE SOLUTION WILL BE ERROR-FREE OR UNINTERRUPTED. THE SOLUTION IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. GOOGLE IS NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS (INCLUDING WIRELESS INTERNET CONNECTIVITY) OR WEBSITES WHICH CUSTOMER MAY ACCESS VIA THE SOLUTION.

10. Limitation of Liability.

- a. Limitation on Indirect Liability. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, EVEN IF THAT PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES, LOSSES OR EXPENSES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY .
- b. Limitation on Amount of Liability. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS LICENSORS MAY BE HELD LIABLE UNDER THESE MINIMUM TERMS FOR MORE THAN THE AMOUNT PAID BY RESELLER TO GOOGLE FOR THE SOLUTION PROVIDED TO CUSTOMER

UNDER THESE MINIMUM TERMS DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

- c. Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations under Section 8 or violations of the other party's (or its licensors') Intellectual Property Rights.
11. Term. These Minimum Terms will remain in effect for the Term, provided that Sections 8, 10, 12(b), 15, and 18-21 shall survive expiration or termination of these Minimum Terms.
12. Termination.
 - a. Termination for Breach. Google may suspend performance or terminate these Minimum Terms if: (i) Customer is in material breach of these Minimum Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) Customer is in material breach of these Minimum Terms more than two times notwithstanding any cure of such breaches.
 - b. Effects of Termination. If these Minimum Terms terminate then the rights granted by one party to the other will cease immediately.
 - c. Termination of Reseller Agreement. If the reseller agreement between Reseller and Google pertaining to the Solution terminates during the Term, and Customer desires to continue to receive the Solution, Customer agrees to enter into an applicable agreement pertaining to the Solution with another reseller or, if Google agrees, with Google directly.
13. Government Purposes (applicable to United States government customers only). The Solution was developed solely at private expense and contains commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Solution is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Solution, including technical data or manuals, is governed by the terms and conditions contained in these Minimum Terms, which is Google's standard commercial license agreement.
14. Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.
15. Third-Party Beneficiary. Google is an intended third-party beneficiary to Reseller's agreement with Customer with respect to the Solution and to these Minimum Terms. Except as expressly stated otherwise, nothing in these Minimum Terms shall create or confer any rights or other benefits in favour of any person other than the parties to these Minimum Terms.
16. Initial Login Terms. If Customer or an End User is presented with a similar agreement on the same subject matter on its initial login to use the Solution, these Minimum Terms supersede and replace that agreement.
17. Publicity. Customer agrees that Google may include Customer's name and Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of these Minimum Terms. Customer agrees that Google may contact Customer to inquire about Customer's satisfaction with Reseller's sales and service quality in connection with the Solution. This section is subject to Section 5(c).
18. Governing Law.

- a. For City, County, and State Government Entities. If Customer is a city, county or state government entity, then the parties agree to remain silent regarding governing law and venue.
 - b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, 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 set forth in Section 18(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA .
19. Waiver. Failure to enforce any provision of these Minimum Terms will not constitute a waiver.
20. Entire Agreement. These Minimum Terms are the parties' entire agreement relating to its subject and supersede any prior or contemporaneous agreements on that subject.
21. Definitions.

"Admin Console" means the online tool provided by Google to Customer for use in configuring and administering the Solution.

"Administrators" mean the Customer-designated technical personnel who administer the Solution to End Users on Customer's behalf.

"Affiliate" means in relation to each of the parties: (a) any parent company of that party; and (b) any corporate body of which that party directly or indirectly has Control or which is directly or indirectly Controlled by the same person or group of persons as that party.

"Beta Channel" is a channel which an End User may select for the Product he or she is using. Google uses the Beta Channel to test future features and functionality for the Solution before releasing them to the customer base generally by installing Beta Software on the Products of End Users who select the Beta Channel.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, (and where the party is Google, includes the Brand Features of a Google Affiliate), respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by one party to the other under these Minimum Terms that is marked as confidential or would normally be considered confidential under the circumstances.

"Customer Acquired Hardware" means the proprietary Chrome OS computer hardware acquired by Customer from a third party (other than Reseller or Google).

"Developer Channel" is a channel which an End User may select for the Product he or she is using. Google uses the Developer Channel to test future features and functionality for the Solution before releasing them to the Beta Channel by installing pre-Beta Software on the Products of End Users who select the Developer Channel.

"Developer Mode" is a mode which an End User may select for the Product he or she is using.

Switching the Product into Developer Mode will delete any existing End User data which is cached on the Product, and allow the End User to overwrite the Chrome OS operating system on the Product with a different operating system. An End User can switch a Product into Developer Mode through a hardware specific switch, and can switch back out of Developer Mode with that same switch.

“Documentation” means the description of the Solution available here: <http://www.google.com/chromebook/business-education-solution.html>, or such other URL as Google may provide, as such description may be updated from time to time.

“Effective Date” means the date on which Google accepts Reseller’s order for the Solution applicable to Customer.

“End Users” means the individuals Customer permits to use the Solution.

“Export Control Laws” means all applicable export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State.

“Fees” means the amounts invoiced to Customer by Reseller for the Solution as described in these Minimum Terms.

“Google” means Google Asia Pacific Pte. Ltd.

“Google Apps” means the Google Apps services provided by Google to Customer under the terms of a separate agreement between Google and Customer.

“Hardware” means the proprietary computer hardware provided under these Minimum Terms (including any replacement hardware provided under these Minimum Terms), if applicable.

“Hardware Warranty Period” means the period of time specified on the Order Form for the Hardware limited warranty described in these Minimum Terms.

“Help Center” means the Google help center accessible at <http://www.google.com/support/chromeos/a/> or other such URL as Google may provide.

“High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Solution could lead to death, personal injury, or environmental damage.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

“License Term” means the period of time specified on the Order Form during which Customer is authorized to use the Software and Services on the Hardware. The duration for which Google will support the applicable Solution purchased by Customer is specified in Google’s TSS Guidelines at http://support.google.com/enterprise/doc/gsa/terms/chrome_os_for_business_tssg.html.

“Notification Email Address” means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.

“Products” means the Software and the Hardware.

“Privacy Policy” means Google’s privacy policy available at the following URL:

<http://www.google.com/chromebook/#privacy>, or such other URL as Google may provide.

“Reseller” means the reseller of the Solution to Customer under these Minimum Terms.

“Services” means the Chrome OS for Business and Education services provided by Google to Customer under these Minimum Terms.

“Software” means the Chrome OS Software provided by Google, in binary executable form only, which is installed on the Hardware, and any updates Google may make to such software from time to time.

“Solution” means the Products and Services. The Solution is more fully described in the Documentation.

“Term” means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last License Term or (ii) the date the Agreement is terminated as set forth herein.

“Third Party Component Notice” means the notice set forth at the following URL: <http://www.google.com/chromebook/business-education-tos-additional.html>, or such other URL as Google may provide, and any updates Google may make to such notice from time to time.

“Third Party Products” means any non-Google branded products, software, or services.

“Third Party Request” means a request from a third party for records relating to an End User’s use of the Solution. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

“TSS” means the technical support services provided by Google for the Solution purchased by Customer from Reseller under these Minimum Terms.

“TSS Guidelines” means Google’s technical support services guidelines then in effect for the Solution. TSS Guidelines are at the following URL: http://support.google.com/enterprise/doc/gsa/terms/chrome_os_for_business_tssg.html or other such URL as Google may provide.