License Agreement for Chrome Device Management

This License Agreement for Chrome Device Management (the "**Agreement**") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway Mountain View, California 94043 ("Google") and the entity agreeing to these terms ("**Customer**"). This Agreement is effective as of the date Customer clicks the "I Accept" button or a similar button, or indicates its acceptance of this Agreement by using the **Services** (the "**Effective Date**"). If Customer does not agree to these terms and conditions, Customer should click the "Cancel" button. However, if Customer uses the Services, such use will constitute Customer's acceptance of the terms of this Agreement.

If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understood this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer, please do not click the "I Accept" button below.

This Agreement and the Purchase Agreement govern Customer's access to and use of the Services.

1. Services.

- 1.1. License.
    - (a) General License. Upon Google's receipt and acceptance of an Order Form, and subject to the terms and conditions of this Agreement and the Purchase Agreement, and in consideration of Customer's payment of all Fees, Google grants to Customer and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services with each unit of Customer Hardware, and any updates provided by Google (each such license being a "License").
    - (b) Trial License. If Customer acquired the Services for trial use, then the terms and conditions of this Section 1.1(b) (Trial License Grant) will govern Customer's use of the Services during the Trial Period.
        - (i) Trial License Grant. Google grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use the Services and any updates to the Services provided by Google for the authorized number of Customer

Hardware, as specified in the applicable Order Form or the Billings page or a similar page in the Admin Console for the corresponding Services for its internal business purposes during the Trial Period (the "Trial License"). Customer's use of the Trial License will not exceed the number of licenses provisioned to Customer by Google for the Trial Period. Customer can find the number of Trial Licenses provisioned to Customer by going to the Billings page or a similar page in the Admin Console.

- (ii) Trial Use Restrictions.
    - 1. Customer will not, and will not allow others to use the Trial Licenses for any purpose other than the permitted use set out in Section 1.1(b)(i) (Trial License Grant). The use restrictions in this Section (Trial Use Restrictions) is in addition to the terms in Section 3 ("Restrictions") of this Agreement.
    - 2. If the Services are provisioned to Customer as part of a trial, then during the Trial Period, the Services may contain an automatic disabling mechanism which prevents its use after the Trial Period.
- (iii) Cancellation. If Customer wishes to cancel its Trial Licenses, Customer can contact Google using the support contact information found in the Admin Console.
- (iv) Assignment; Warranty. **THE TRIAL LICENSES AND THE SERVICE MAY NOT BE TRANSFERRED OR ASSIGNED TO A THIRD PARTY AND ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND DURING THE TRIAL PERIOD.**
- (v) Effect of Trial Termination. At the end of the Trial Period, Customer can choose to either (i) allow the Trial Licenses to terminate or (ii) convert the Trial Licenses to paid licenses by purchasing paid licenses for the Services.
- (vi) Except as set forth in this Section 1.1(b) (Trial License), all other terms and conditions of this Agreement will apply to

Customer's access and use of the Service during the Trial Period and will be interpreted to enforce the intent of this Section.

- 1.2 Ordering and Enabling the Services. On or after Google's receipt and acceptance of the initial Order Form, Google or Reseller (as applicable) will configure Customer's account to enable Customer to use the Services via the Admin Console. After submission and acceptance of the initial Order Form, additional, subsequent Order Forms may be submitted under this Agreement.
- 1.3. Modification and Updates to the Services. Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided Customer has subscribed with Google to be informed about such change. The Services may automatically download and install updates from Google from time to time. These updates are designed to improve, enhance and further develop the Services 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 Services. Google may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.
- 1.4. Privacy Policy. The Services and its interaction with the administered Supported Chrome OS Hardware are subject to Google's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.
- 1.5. Supported Chrome OS Hardware. Subject to Sections 1.6, 1.7, and 1.8, 1.9, and TSS Guidelines, the Services will function with Customer Hardware, and Google will provide TSS for the use of the Device Management Services with Customer Hardware, for so long such hardware remains supported in accordance with the Supported Chrome OS Hardware End of Life Policy.
- 1.6. No Hardware Supplied under this Agreement. For clarity, this Agreement does not cover the purchase, replacement, updating or support of any hardware. Google is under no obligation to provide Customer with hardware, hardware replacement, hardware updates, or hardware support under this Agreement. Notwithstanding the foregoing, Supported Chrome OS Hardware may require updates designed to improve, enhance and further develop the operation of the Supported Chrome OS Hardware with the Services and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Although Google does not

provide such updates under this Agreement, it is the Customer's responsibility to ensure that Customer Hardware is updated properly in accordance with the terms of use of the applicable Supported Chrome OS Hardware and the terms of use in the TSS Guidelines. If Customer Hardware is not updated, it may cease to be deemed Supported Chrome OS Hardware as described in the TSS Guidelines and it may not function with the Services.

- 1.7. Termination of Support for Supported Chrome OS Hardware. Over time, Hardware that was initially Supported Chrome OS Hardware may cease to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy, at which point the Services may cease to function with, and Google may cease to provide TSS for use of the Device Management Services with, that Supported Chrome OS Hardware. For such Supported Chrome OS Hardware, Google will inform via Customer's Admin Console or online under Google's Supported Chrome OS Hardware End of Life Policy at least 90 days in advance of the date that such Supported Chrome OS Hardware will cease to be supported.
- 1.8. Replacement Customer Hardware. Except where the relevant License Term is perpetual, Customer may at any time, via such procedure as Google may prescribe, transfer a License to use the Device Management Services with a unit of Customer Hardware (including when such unit ceases to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy) to a replacement unit of Customer Hardware.
- 1.9. Reservation of Rights. Except as expressly specified herein, this Agreement does not grant either party 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 Services are the property of the applicable content owner and may be protected by applicable laws. As between the parties, Google (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services.

2. Customer Obligations.

- 2.1. Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Services. Customer is responsible for: (a) maintaining the confidentiality of the password and 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 the

Agreement; and (d) promptly notifying Google of any unauthorized use of, or access to, the Admin Console of which it becomes aware. For the avoidance of doubt, Customer remains responsible for the foregoing obligations if Customer designates a third party (including but not limited to Reseller) as an Administrator.

- 2.2. End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the Services and data about location of Supported Chrome OS Hardware. Customer will obtain and maintain all required consents from End Users to allow: (a) Customer and its Administrators' access, monitoring, use and disclosure of this data and Google providing Customer and its Administrators with the ability to do so and (b) Google to provide the Services.
- 2.3. 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.
- 2.4. 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 Services by the Customer and End Users.
- 2.5. Payment. Unless otherwise specified in the Purchase Agreement, Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

3. Restrictions.

- 3.1. Generally. Subject to Section 3.2, 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 Services, or any component thereof; (b) copy or make derivative works of the Services,

attempt to extract the source code of the Services, or otherwise attempt to reduce the Services to human perceivable form; (c) use the Services for High Risk Activities; (d) transfer, sublicense, distribute, sell, lease or use for timesharing or service bureau purposes the Services or any component of the Services; (e) remove or alter any Brand Features or other proprietary notices on or in the Services; (f) violate, or encourage the violation of, the legal rights of others; and (g) use the Services for any unlawful, invasive, infringing, defamatory, or fraudulent purposes.

- 3.2. Third Party Components. To the extent the Services includes components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent the Services 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.

4. Brand Features.

- 4.1. 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 Services to indicate that the Services is provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.
- 4.2. Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

5. Technical Support Services.

- 5.1. 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 Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.
- 5.2. 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. Subject to Customer's payment of the Fees and Sections 1.5 (Supported Chrome OS Hardware), 1.7 (Termination of Support for Supported Chrome OS Hardware), and 1.8 (Replacement Customer Hardware) above, Google will provide TSS to Customer in accordance with the TSS Guidelines.

- 5.3. 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.

6. Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY OR THEIR LICENSORS MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE DOES NOT WARRANT AND MAKES NO REPRESENTATIONS (I) THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, (II) ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

7. Term and Termination.

- 7.1 License Term. Subject always to early termination in accordance with this Agreement and to Clause 1.7 (Termination of Support for Hardware), any License(s) purchased under this Agreement will:
    - (a) commence on the Service Commencement Date or, for Licenses purchased after the Service Commencement Date, on the date specified in the relevant Order Form, and
    - (b) continue for the license period(s) specified for the SKU(s) listed on the relevant Order Form accepted by Google (each such period being a "License Term").
    - If any additional Licenses are purchased during a then-current License Term (an "Existing License Term") and correspond to a SKU listed on an Order Form previously accepted by Google, they will have a pro-rated License Term ending on expiry (if applicable) of the Existing License Term.

- 7.2 Agreement Term. This Agreement will commence on the Service Commencement Date and will remain in force until expiry (if applicable) of all License Terms.
- 7.3 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; or (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- 7.4 Effects of Termination. Termination is effective immediately unless otherwise specified in the termination notice. Termination of the Agreement also terminates all then-outstanding Order Forms. Upon expiration or termination of this Agreement, the rights granted by one party to the other will cease immediately (except as specified in this Section).
- 7.5 Survival. The following sections will survive expiration or termination of this Agreement: 1.3, 1.9, 2.2, 3, 6, 7.4, 8, 9, 10, 12, and 13.

8. Confidentiality. The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

9. Defense and Indemnity.

- 9.1 Definitions.
    - (a) "**Indemnified Liabilities**" means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs in final judgment awarded against the indemnified part(ies) by a competent court.
    - (b) "**Third-Party Legal Proceeding**" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any civil, administrative, investigative or appellate proceeding).
- 9.2 Obligations. Subject to Section 9.4 (Conditions):

- (a) Google's Obligations. Google will defend Customer and its affiliates, and indemnify them against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from any allegation that Customer's use of Google's technology used to provide the Services (excluding any open source software) in accordance with this Agreement infringes the third party's Intellectual Property Rights.
- (b) Customer's Obligations. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will defend Google and its affiliates, and indemnify them against Indemnified Liabilities, in any Third Party Legal Proceeding to the extent arising from:
  - (i) an allegation made against Google for infringement or misappropriation based on conduct by Customer as described in Section 9.3; or
  - (ii) Customer's breach of Section 12.5 (Export Compliance).

- 9.3 Exclusions. This Section 9 (Defense and Indemnity) will not apply to the extent the underlying allegation arises from:
  - (a) the indemnified party's breach of this Agreement;
  - (b) modification to Google's technology by anyone other than Google;
  - (c) combination of Google's technology with materials not provided by Google;
  - (d) failure to use the most current, supported version of Google's technology provided under this Agreement; or
  - (e) compliance with Customer's design or request for customized features.

- 9.4 Conditions.
  - (a) The indemnified party must promptly notify the indemnifying party of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If a breach of this Subsection (a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under this Section 2 (Defense and Indemnity) will be reduced in proportion to the prejudice.

- (b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following:
    - (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and
    - (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

- 9.5 Remedies.
    - (a) If Google's technology is subject to an Intellectual Property Rights allegation or Third-Party Legal Proceeding, Google may do the following at its sole option and expense:
        - (i) procure the right to continue providing the Services in compliance with this Agreement; or
        - (ii) modify the Services without materially reducing their functionality; or
        - (iii) replace the Services with a functionally-equivalent alternative.
    - (b) If an injunction prevents continued use of the Services, Google will use commercially reasonable efforts to provide one of the remedies in Section 9.5(a) in its sole expense.
    - (c) If the remedies under Section 9.5(a) are not commercially reasonable in the circumstances, or are not provided within 30 days of an injunction, then Google will notify Customer and the parties will discuss practical remedies in good faith. If the parties cannot agree on remedies within 15 days of initiating discussions, then:
        - (i) either party may terminate the Agreement on written notice to the other; and
        - (ii) Google may terminate or suspend the impacted portion of the Services (but not the entirety of the Services) on written notice to Customer;

- (iii) within 45 days after a termination of the Agreement under section 9.5(c)(i) or termination of the impacted portion of the Services under section 9.5(c)(ii), Google will refund to Reseller any fees paid to Google in respect of the Services, or terminated portion of the Services, for the period following either the termination or (if earlier) the injunction. Customer's eligibility to receive a refund in respect of the Services for such period will then be governed by the terms of the Purchase Agreement.

- 9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 states the parties' only rights and obligations under this Agreement for Intellectual Property Rights-related allegations and Third-Party Legal Proceedings.

10. Limitation of Liability.

- 10.1 LIABILITY. IN SECTION 10, "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.
- 10.2 LIMITATIONS. SUBJECT TO SECTION 10.3:
    - (A) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR:
        - (I) THE OTHER PARTY'S LOST REVENUES;
        - (II) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR
        - (III) EXEMPLARY OR PUNITIVE DAMAGES; AND
    - (B) EXCEPT AS SET FORTH IN SUBSECTION (C), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF: (A) 200% OF THE TOTAL AMOUNT PAID AND PAYABLE TO GOOGLE BY RESELLER ON BEHALF OF CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (B) US$100,000.
    - (C) GOOGLE'S TOTAL AGGREGATE LIABILITY UNDER SECTION 1.1(B) (TRIAL LICENSE) IS LIMITED TO THE AMOUNT PAID BY CUSTOMER TO GOOGLE UNDER THIS AGREEMENT FOR TRIAL LICENSES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

- 10.3 EXCEPTIONS TO LIMITATIONS. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:
    - (a) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;
    - (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
    - (c) BREACH OF SECTION 8 (CONFIDENTIALITY);
    - (d) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS;
    - (e) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. 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 this Agreement.

12. Miscellaneous.

- 12.1 Notices. All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The address for notices being sent to Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 12.2 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- 12.3 Change of Control. If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.
- 12.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

- 12.5 Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.
- 12.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 12.7 No Agency. This Agreement does not create any agency, partnership or joint venture between the parties.
- 12.8 No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 12.9 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 12.10 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 specified in Section 12.10 (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.
- 12.11 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

- 12.12 Conflicting Terms. If there is a conflict between any terms of this Agreement, the Purchase Agreement, or an Order Form, the terms of the Order Form will govern, then the terms of the Purchase Agreement, then the terms of this Agreement, in that order.
- 12.13 Conflicting Languages. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the text of the other language, the English text will govern.
- 12.14 Counterparts. The parties may enter into this Agreement by Google's acceptance of the initial Order Form, or subsequent Order Forms, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
- 12.15 Entire Agreement. This Agreement, the Purchase Agreement, the Order Form, and all documents referenced herein or therein or attached to this Agreement, sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Furthermore, this Agreement supersedes any Customer Minimum Terms (if any) that Reseller incorporated into the Purchase Agreement governing the use of the Services. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

13. Definitions.

- "Admin Console" means the online tool provided by Google to Customer for use in configuring and administering the Services.
- "Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no

fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.

- "Control" means control of greater than fifty percent of the voting rights or equity interests of a party.
- “Customer Hardware” means each unit of Supported Chrome OS Hardware registered by Customer from time to time for use with the Services, provided that Customer has not deregistered such unit.
- "Documentation" means the description of the Services available at the following URL: https://support.google.com/chrome/a/answer/1289314, or such other URL as Google may provide, as such description may be updated from time to time.
- "End Users" means the individuals Customer permits to use the Services.
- "Export Control Laws" means all applicable export and re-export 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 Google or Reseller for the Services.
- "Google Apps" means the Google Apps services provided by Google to Customer under the terms of a separate agreement between Google and Customer.
- “Grace Period” means the period commencing on the day immediately following the end date of the Trial Period and continuing for 30 consecutive calendar days thereafter or as communicated by Google.
- "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 Services 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” has the meaning given in Section 7.1.
- "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.

- "Order Form" means the written or online order document indicating that Customer has signed up for the Services, describing the following, including but not limited to: the Services SKU ordered; Fees; and quantity, that is either submitted to Google by Customer or by Reseller on Customer's behalf. Each Order Form is subject to the terms of this Agreement and the terms of the Purchase Agreement.
- "Privacy Policy" means Google's privacy policy available at the following URL: http://www.google.com/policies/privacy/, or such other URL as Google may provide.
- "Purchase Agreement" means the agreement signed between either (i) the Customer and a Reseller or (ii) the Customer and Google which governs Customer's purchase of the Services.
- "Reseller" means a designee within Google's applicable reseller or retail channels authorized to make the Services or Supported Chrome OS Hardware available to Customer.
- "Service Commencement Date" means after Google's acceptance of the initial Order Form, the date Google makes the Services available to Customer.
- "Services" means the Google Cloud Chrome Device Management and Chrome Device Management for Education Services provided by Google to a Customer or as described at the following URL: https://support.google.com/chrome/a/answer/1289314, or such other URL as Google may provide.
- "Software" means the Chrome OS Software, in binary executable form only, which is installed on the Supported Chrome OS Hardware.
- "Supported Chrome OS Hardware" means the proprietary Chrome OS computer hardware device described in the TSS Guidelines that Google supports and makes available to Customer directly or via a Reseller.
- "Supported Chrome OS Hardware End Of Life Policy" means Google's device end of life policy available at the following URL: http://www.google.com/intl/en/chrome/devices/eol.html, or such other URL as Google may provide.
- "Third Party Component Notice" means the notice available at the following URL: https://www.google.com/chromebook/termsofservice.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 Services. 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.
- "Trial Period" means the period starting from the Service Commencement Date up to, the later of, (i) the number of days indicated on the Order Form or the Billings page in the Admin Console for the corresponding Services, as applicable; or (ii) the Grace Period.
- "TSS" means the technical support services provided by Google for the Services identified in the Order Form.
- "TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are available at the following URL: http://support.google.com/enterprise/terms, or other such URL as Google may provide.