

G Suite for Education (Online) Agreement

This G Suite for Education Agreement (the "**Agreement**") is entered into by and between Google LLC, 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 below or, if applicable, the date the Agreement is countersigned (the "**Effective Date**"). 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 understand 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 (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services as ordered in the applicable Order Form and will be effective as of the Effective Date.

1. **Services.**

1.1 **Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

1.2 **Modifications.**

a. **To the Services.** Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Core Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such material change.

b. **To URL Terms.** Google may make commercially reasonable changes to the URL

Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. Material changes to the URL Terms will become effective 30 days after the notice is given, except if the changes apply to new functionality in which case the changes will be effective immediately. If the change has a material adverse impact on Customer, and the change is not a result of Google complying with a court order or applicable law, Customer may notify Google within thirty days after being informed of the change that Customer does not agree with the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the earlier of: (i) the end of the then-current Term or (ii) 12 months after Google informs Customer of the change, unless the modification to the URL Terms is in response to a court order or to comply with applicable law. If the Services are renewed, they will be renewed under Google's then current URL Terms.

1.3 **Aliases.** Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

1.4 **No Ads.** Google will not process Customer Data for Advertising purposes or serve Advertising in the Services.

1.5 **End User Accounts.** Customer may request End User Accounts by:(i) requesting them online via the Admin Console; or (ii) after the Services Commencement Date, contacting Google support personnel. Customer can suspend or delete End User Accounts at any point in time through the Admin Console.

1.6 **New Features or 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.

1.7 **Privacy Notice.** The G Suite for Education Privacy Notice governs how Google collects and uses information from Customer or End Users.

1.8 **Service Specific Terms.** The Service Specific Terms are incorporated by this reference into the Agreement.

1.9 **Customer Domain Name.** Customer is responsible for obtaining and maintaining any rights necessary for Customer's and Google's use of the Customer Domain Names under the Agreement. Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

2. Customer Obligations.

2.1 **Permitted Uses.** The Services are permitted for use only by (a) non-profit educational

institutions and (b) other non-profit entities (as defined under the relevant state statutes).

2.2 Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. 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. In addition, Google will make other Additional Products (beyond the Services) available to Customer and its End Users in accordance with the Additional Products Terms and the applicable product-specific Google terms of service. If Customer does not desire to enable any of the Additional Products, Customer can enable or disable them at any time through the Admin Console.

2.3 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) and to administer the End User Accounts. 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); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

2.4 Administrator Access; End User Consent.

(a) **Administrator Access.** Administrators will have the ability to access all Customer's End User Accounts, including the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

(b) **Reseller as Administrator.** If Customer orders Services via Reseller, Reseller may have Administrator access to Customer's Account and Customer's End User Accounts. As between Google and Customer, Customer is solely responsible for: (i) any access by Reseller to Customer's Account or Customer's End User Accounts; and (ii) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Services.

(c) **End User Consent.** Customer will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in this Agreement; and (ii) Google's provision of the Services to Administrators and End Users.

2.5 COPPA and Parental Consent. If Customer allows End Users under the age of 13 to use the Services, Customer consents as required under the Children's Online Privacy Protection Act to the collection and use of personal information in the Services, described in the G Suite for Education Privacy Notice, from such End Users. Customer will obtain parental consent for the collection and use of personal information in the Additional Products that Customer allows End Users to access before allowing any End Users under

the age of 18 to use those services.

2.6 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

2.7 Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; (e) use or access the Services in a manner intended to avoid incurring Fees (where Fees are applicable); or (f) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

3. **Payment.** If any of the Services are purchased for a Fee, the terms in this Section 3 apply to those Services.

3.1 Billing and Payment. Customer will pay all Fees for the Services. Google's measurement tools will be used to determine Customer's usage of the Services. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars unless otherwise indicated in an Order Form. Payments made via wire transfer must include the bank information provided by Google.

3.2 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

3.3 Purchase Orders.

a. **Required.** If Customer wants a Purchase Order number on its invoice, Customer will inform Google and issue a Purchase Order to Google. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Google, then Google will not be obligated to provide the Services until the Purchase Order has been received by Google. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.

b. **Not Required.** If Customer does not require a Purchase Order number to be included on the invoice, Customer will provide Google a waiver of the Purchase Order requirement, which may be an email to this effect. If Customer waives the Purchase Order requirement, then: (a) Google will invoice Customer without a

Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.

3.4 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or remit Taxes imposed on Customer, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some jurisdictions the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale.

3.5 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

3.6 Orders via Reseller. If Customer orders the Services from Reseller: (a) any payments will be made directly to Reseller pursuant to the Reseller Agreement; (b) the remaining provisions in this Section 3 (Payment) will not apply; (c) Google will provide to Reseller any refunds or credits that may be due in respect of Customer; and (d) any obligation on the part of Reseller to provide any such refunds or credits to Customer will depend on the terms of the Reseller Agreement.

4. Invoicing; Rates. If any of the Services are purchased for a Fee from Google, the terms in this Section 4 apply to those Services. On or after the Billing Start Date, Google will invoice Customer the following Fees for each applicable Service: in advance for the Monthly Charge, Annual Charge or Initial Term Charge (as applicable), all of which will be set forth in the Order Form.

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. Google will provide TSS to Customer in accordance with the TSS Guidelines.

6. Suspension.

6.1 Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach, which caused the Suspension.

6.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

6.3 Suspension for Non-Payment (where applicable).

(a) **Automatic Suspension.** Customer will have thirty days to pay Google delinquent Fees. If Customer does not pay Google delinquent Fees within thirty days, Google will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Google all outstanding Fees.

(b) **During Suspension.** If Customer is on a monthly billing plan, and Customer is suspended for non-payment, Google will stop charging Customer monthly Fees during Customer's suspension for non-payment. If Customer has an annual commitment to Google for the Services, Google will continue to charge Customer monthly Fees during Customer's suspension for non-payment and Customer must pay all outstanding Fees in order to resume its use of the Services.

(c) **Termination After Suspension.** If Customer remains suspended for non-payment for more than sixty days, Google may terminate Customer for cause pursuant to Section 12.1.

6.4 Suspension to Comply with Laws. Google may at its sole discretion Suspend the provision of any Services at any time if required to comply with any applicable law.

7. Confidential Information.

7.1 Obligations. Subject to Section 7.2 (Disclosure of Confidential Information), the recipient will not disclose the discloser's Confidential Information, except to Affiliates, employees, professional advisors, or agents ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

7.2 Disclosure of Confidential Information.

(a) General. Subject to Section 7.2(b), the recipient may disclose the discloser's Confidential Information (i) in accordance with a Legal Process or (ii) with the discloser's written consent.

(b) Notification. Before the recipient discloses the discloser's Confidential Information in accordance with a Legal Process, the recipient will use commercially reasonable efforts to promptly notify the discloser Google will give notice via the Notification Email Address. The

recipient does not need to provide notice before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person.

(c) Opposition. Recipient will comply with the other party's reasonable requests opposing disclosure of its Confidential Information.

7.4 **FERPA.** The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, Google will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

8. Intellectual Property Rights; Brand Features.

8.1 **Intellectual Property Rights.** Except as expressly set forth 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. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

8.2 **Display of Brand Features.** Google may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services) within designated areas of the Services Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Services Pages to indicate that Google provides the Services. 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.

8.3 **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.

9. **Publicity.** In connection with Customer's use of the Services, (a) Customer may state publicly that it is a Google customer and display Google Brand Features consistent with the Trademark Guidelines and (b) Google may (i) orally state that Customer is a Google customer and (ii) include Customer's name or Customer Brand Features in a list of Google customers in Google's online or offline promotional materials. Neither party needs approval if it is using the other party's name or Brand Features in a manner that is substantially similar to a previously approved manner.

10. Representations, Warranties and Disclaimers.

10.1 **Representations and Warranties.** Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Google

warrants that it will provide the Services in accordance with the applicable SLA. Customer acknowledges and agrees that it will use the Services and Additional Products in compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, providing consent or obtaining parental consent concerning collection and use of students' personal information as described in section 2.5 above.

10.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS 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.

11. **Term; Fees.**

11.1 Agreement Term. This Agreement will remain in effect for the Term.

11.2 Term and Purchases During Term. Google will provide the Services to Customer during the Term. Unless the parties agree otherwise in writing, End User Accounts added during any Term will have a prorated term ending on the last day of that Term.

11.3 Auto Renewal. At the end of each Term, the Services (and all End User Accounts previously purchased for a Fee) will automatically renew for an additional Term of twelve months. If either party does not want the Services to renew, then it must notify the other party in writing at least 15 days prior to the end of the then current Term. This notice of non-renewal will be effective upon the conclusion of the then current Term.

11.4 Fees. During the Initial Term, Google will not charge Customer Fees for the Services (other than for Google Vault or paid storage, if applicable). Upon the parties' mutual written agreement, (a) Google may charge Customer Fees for the Services after the Initial Term and (b) Google may charge Customer Fees for a premium version of the Services or for optional functionality or enhancements that may be added to the Services by Google (such as Google Vault or paid storage, if applicable).

11.5 Services Use. Customer has no obligation to use the Services and may cease using the Services at any time for any reason (or no reason).

11.6 Revising Rates. For Services which Customer has purchased for a Fee, Google may revise its rates for the following Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Term.

12. **Termination.**

12.1 Termination for Cause Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

12.2 Other Termination. Customer may terminate this Agreement for any reason (or no reason) with thirty days prior written notice to Google, provided, however, that Customer will remain obligated to pay any Fees for Services which Customer has purchased applicable to the remainder of the then-current Term for those Services.

12.3 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section and Section 15.12 (Survival)); (ii) Customer will not have access to, or the ability to export, Customer Data after the effective date of termination or expiry of the Agreement; (iii) Customer will be responsible for determining whether (and the extent to which) to use the functionality of the Services to delete Customer Data prior to such date; (iv) Google will delete Customer Data in accordance with the terms of the Agreement; (v) all Fees owed by Customer to Google are immediately due; and (vi) upon request each party will promptly use reasonable efforts to return or destroy all other Confidential Information of the other party.

13. Defense and Indemnity.

13.1 By Google. Google will defend Customer and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising out of an allegation that Customer's use in accordance with this Agreement of Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of the Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

13.2 Possible Infringement.

(a) **Repair, Replace, or Modify.** If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

(b) **Suspension or Termination.** If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's

use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees (if applicable) actually paid by Customer applicable to the period following termination of such Services.

13.3 **General.** Customer will promptly notify Google of the claim and cooperate with Google in defending the claim. Google has full control and authority over the defense, except that: (a) any settlement requiring Customer to admit liability or to pay any money will require Customer's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) Customer may join in the defense with its own counsel at its own expense. THE INDEMNITY ABOVE IS CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY GOOGLE OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14. **Limitation of Liability.**

14.1 **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

14.2 **Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE GREATER OF: (I) ONE THOUSAND DOLLARS OR (II) THE AMOUNT PAID BY CUSTOMER TO GOOGLE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

14.3 **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, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

15. **Miscellaneous.**

15.1 **Notices.** Google may provide any notice to Customer under this Agreement by: (a) sending an email to Notification Email Address or by (b) posting a notice in the Admin Console. Customer may provide notice to Google under this Agreement by sending an email to Google's legal department at legal-notices@google.com. Notice will be treated as received when (x) the email is sent, whether or not the other party has received the email or (y) notice is posted in the Admin Console.

15.2 **Assignment.** Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

15.3 **Change of Control.** Upon a change of control (for example, through a stock purchase

or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

15.4 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

15.5 **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

15.6 **Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

15.7 **No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

15.8 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15.9 **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

15.10 **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 All other Entities.** If Customer is any entity not set forth in Section 15.10(a) 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.

15.11 **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.

15.12 **Survival.** The following Sections will survive expiration or termination of this Agreement: 7 (Confidential Information), 8.1 (Intellectual Property Rights), 12.3 (Effects of Termination), 13 (Indemnification), 14 (Limitation of Liability), 15 (Miscellaneous), and 16 (Definitions).

15.13 **Entire Agreement.** This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or

contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

15.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form (if applicable), the Agreement, and the terms located at any URL.

15.15 Counterparts. The parties may enter into this Agreement by executing the applicable Order Form (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

16. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Services available at https://gsuite.google.com/intl/en/terms/use_policy.html or such other URL as may be provided by Google.

"Additional Products," means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. These products are set forth at the following URL: <https://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.

"Additional Products Terms" means the terms found at the following URL: https://gsuite.google.com/intl/en/terms/additional_services.html, or such other URL as Google may provide from time to time.

"Admin Account(s)" means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer.

"Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

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

"Ads" means online advertisements, excluding advertisements provided by any advertising products that are not part of the Services (for example, Google AdSense) that Customer chooses to use in connection with the Services, displayed by Google to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Agreement" means, as applicable either this G Suite for Education Agreement, or the combination of an Order Form and this G Suite for Education Agreement.

"Annual Charge" means the annual charge for the Services set forth in the Order Form (if

applicable).

"Billing Start Date" means the date upon which Customer will begin paying Google for the Services (if applicable).

"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 disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential 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. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.

"Core Services" means the Core Services for G Suite as described in the Services Summary.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.

"Customer Domain Names" means the domain names owned or controlled by Customer, which will be used in connection with the Services, as identified in the Order Form. Customer may provide the Services to any of its sub-domains (for example, if Customer Domain Name is "edu.com", a sub-domain may include "alumni.edu.com") without written approval from Google.

"Effective Date" means the date this Agreement is countersigned.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"End Users" means the individuals Customer permits to use the Services.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including 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, but excluding the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce.

"Fees" means the amounts invoiced to Customer by Google for the Services (if applicable) as described in this Agreement.

"FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the

Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.

"G Suite for Education Privacy Notice" means the notice at the following URL: https://gsuite.google.com/intl/en/terms/education_privacy.html, or such other URL as Google may provide.

"Help Center" means the Google help center accessible at <https://www.google.com/support/>, 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 Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Initial Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the "Current Services Term" set forth in the Order Form from the Billing Start Date (if an Order Form applies to the Services) or if no Order Form applies to the Services, for the term that begins on the Effective Date and continues for one year.

"Initial Term Charge" means the charge for the Services for the Initial Services Term (excluding any applicable one time fees), as set forth in the Order Form (if applicable).

"Legal Process" means a data disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"Monthly Charge" means the monthly charge for the Services set forth in the Order Form (if applicable).

"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 an order form, which is the written document provided by Google specifying the Services Customer will purchase from Google for a Fee (if any) under the Agreement. The Order Form will contain: (i) a signature block for Customer, or for both Customer and Google; (ii) applicable service SKUs; (iii) Fees (if applicable); and (iv)

number of, and current Services Term for, any End User Accounts.

"Other Services" means the "Other Services for G Suite" as described in the Services Summary.

"Purchase Order" means a Customer issued purchase order.

"Reseller" means, if applicable, the authorized non-Google Affiliate third party reseller that sells or supplies the Services to Customer.

"Reseller Agreement" means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

"Services" means the G Suite for Education Core Services provided by Google and used by Customer under this Agreement. The Services are described here:

https://gsuite.google.com/intl/en/terms/user_features.html, or such other URL as Google may provide.

"Service Commencement Date" is the date upon which Google makes the Services available to Customer.

"Service Specific Terms" means the terms specific to one or more Services at:

<https://gsuite.google.com/terms/service-terms/>.

"Services Pages" mean the web pages displaying the Services to End Users.

"Services Term" means the Initial Services Term and all renewal terms for the applicable Services.

"SLA" means the Services Level Agreement located here:

<https://gsuite.google.com/intl/en/terms/sla.html>, or other such URL as Google may provide.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax), including indirect taxes such as "goods and services tax" and "value-added tax," associated with the sale of the Services, including any related penalties or interest.

"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 Term or (ii) the Agreement is terminated as set forth herein.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL:

<https://gsuite.google.com/intl/en/terms/tssg.html> or such other URL as Google may provide.

"**URL Terms**" means the Acceptable Use Policy, the SLA, the Service Specific Terms, and the TSS Guidelines.

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