

## Product Passthrough Terms - Chromebox for Meetings Services

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product (referred to in these Product Passthrough Terms as "Services").

### 1. Services.

- 1.1. License. Upon Provider's receipt and acceptance of an Order Form, and subject to the terms of these Product Passthrough Terms and Customer's compliance with the Agreement, Provider will grant Customer a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services (including any Updates) on Customer's Hardware.
- 1.2. Ordering and Enabling the Services. On or after Provider's receipt and acceptance of the initial Order Form, Provider will ensure that Customer's account is configured to enable Customer to use the Services via the Admin Console.
- 1.3. Modification and Updates to the Services. Customer acknowledges and agrees that from time to time Provider may make commercially reasonable changes to the Services, including by means of Updates downloaded and installed via the Services. Customer agrees to permit Provider to deliver Updates. If Provider makes a material change to the Services, Provider will inform Customer via such method as Provider may elect, provided that Customer has subscribed with Provider to be informed about such changes. The use of any new applications, functions or functionality for the Services made available by Provider may be contingent upon Customer's agreement to additional terms.
- 1.4. Service Level Agreement. Subject to Customer's compliance with these Product Passthrough Terms, Provider will provide the Services in accordance with the SLA. Provider may make commercially reasonable changes to the SLA from time to time. If Provider makes a material change to the SLA, Provider will inform Customer.
- 1.5. Privacy Policy. The Services as used with Customer's Hardware are subject to Provider's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.
- 1.6. Supported Chrome OS Hardware. Subject to Clauses 1.7, 1.8 and 1.9 and Customer's compliance with the TSS Guidelines, the Services will function with Customer's Hardware and Provider will provide TSS for the use of the Services with Customer's Hardware, for so long as such hardware remains supported in accordance with the Supported Chrome OS Hardware End Of Life Policy.
- 1.7. No Hardware Supplied. For clarity, these Product Passthrough Terms do not cover the purchase, replacement, updating or support of any hardware, and Provider is under no obligation to provide Customer with hardware, hardware replacements, hardware updates, or hardware support under these Product Passthrough Terms. However, Supported Chrome OS Hardware may require updates (in the form of bug fixes, enhanced functions, new software modules and/or completely new versions) in order to continue operating with the Services. Because Provider does not provide such updates under these Product Passthrough Terms, it is Customer's responsibility to ensure that its Customer's Hardware is updated properly in accordance with the terms of use of the applicable Supported Chrome OS Hardware and the TSS Guidelines. If Customer's Hardware is not updated, it may cease to qualify as Supported Chrome OS Hardware as described in the TSS Guidelines and may cease to function with the Services.
- 1.8. Termination of Support for 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 Provider may cease to provide TSS for the use of the Services with, that Supported Chrome OS Hardware.
- 1.9. Exclusion for Certain Versions of Hardware. Some functionality included in the Services will only function with specific versions of Supported Chrome OS Hardware.
- 1.10. Reservation of Rights. Except as expressly specified herein, these Product Passthrough Terms do not grant Customer or Provider 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 or TSS are the property of the applicable content owner and may be protected by applicable

laws. As between the Provider and Customer, Provider (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services and TSS.

## 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 these Product Passthrough Terms; and (d) promptly notifying Provider of any unauthorized use of, or access to, the Admin Console of which Customer becomes aware. For the avoidance of doubt, Customer remains responsible for the foregoing obligations if Customer designates a third party 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 Chromebox for Meetings Services and data about the location of Customer's Hardware. Customer will obtain and maintain all required consents from End Users to allow: (a) such access, monitoring, use and disclosure; and (b) Provider to provide the Services.
- 2.3. Third Party Requests. Customer is responsible for responding to Third Party Requests. Provider 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 Provider and reasonably accessible by Provider, 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 Provider only if it cannot reasonably obtain such information.
- 2.4. Children's Online Privacy Protection Act of 1998. Where applicable, Customer agrees that it is solely responsible for compliance with all laws and regulations that apply to Customer's provision of the Services, Software and Supported Chrome OS Hardware to Customer's End Users, such as the U.S. Family Educational Rights and Privacy Act of 1974 (FERPA), Children's Internet Protection Act (CIPA), and the Children's Online Privacy Protection Act of 1998 (COPPA), including but not limited to, obtaining parental consent concerning collection or dissemination of personal information (including that of students) used in connection with the provisioning and use of the Services, Software, or Supported Chrome OS Hardware by the Customer or Customer's End Users.

## 3. **Restrictions.**

- 3.1. Generally. Subject to Clause 3.2, Customer will not, and will not allow others to do any of the following: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Services, or any component thereof, except as permitted by law; (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 or lease the Services or any component thereof or use the Services or any component thereof for timesharing or service bureau purposes; or (e) remove or alter any Brand Features or other proprietary notices on or in the Services.
- 3.2. Third Party Components. To the extent the Services include components governed by open source licenses with provisions inconsistent with these Product Passthrough Terms, those components are instead governed solely by the applicable open source licenses. To the extent the Services include components governed by open source licenses requiring the provision of corresponding source code for those components, Provider hereby provides that source code consistent with those licenses. Provider hereby provides the Third Party Component Notice.

## 4. **Brand Features.**

- 4.1. Display of Brand Features. Provider 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. Provider may not otherwise display or use the Customer's Brand Features without

Customer's prior written consent. Customer may not otherwise display or use the Provider's Brand Features without Provider's prior written consent.

4.2. Brand Features Limitation. Any use of an entity's Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. An entity may revoke any right to use its Brand Features pursuant to these Product Passthrough Terms 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 Provider.

5.2. By Provider. If Customer cannot resolve a support issue as described above, Customer may escalate the issue to Provider in accordance with the TSS Guidelines. Subject to Clauses 1.6 (Supported Chrome OS Hardware) and 1.8 (Termination of Support for Chrome OS Hardware) above and Customer's compliance with these Product Passthrough Terms, Provider will provide TSS to Customer in accordance with the TSS Guidelines.

5.3. Changes to TSS Guidelines. Provider may make commercially reasonable changes to the TSS Guidelines from time to time. If Provider makes a material change to the TSS Guidelines, Provider will inform Customer via such method as Provider may elect provided that Customer has subscribed with Provider to be informed about such changes.

6. **Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER CUSTOMER, PROVIDER, OR PROVIDER'S 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 NON-INFRINGEMENT. PROVIDER 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.

7. **Term and Termination.**

7.1. Term. Subject always to earlier termination in accordance with its terms, these Product Passthrough Terms will commence on the Service Commencement Date and continue for the period of time specified in the SKU listed on the initial Order Form accepted by Provider and, thereafter, will automatically renew for the period of time specified in each successive Order Form accepted by Provider (such initial period and each such renewal period being a "License Term"). Any additional seats purchased during a License Term will have a pro-rated term beginning on the date of the Order Form accepted in relation to such seats, and ending when the License Term expires. A License Term may be extended in accordance with the terms in the SLA.

7.2. Termination.

b. Termination for Breach. Provider may suspend performance and/or terminate these Product Passthrough Terms if: (a) Customer is in material breach of these Product Passthrough Terms where the breach is incapable of remedy; (b) Customer is in material breach of these Product Passthrough Terms where the breach is capable of remedy and fails to remedy that breach within 30 days after receipt of written notice; or (c) Customer has been notified that it is in material breach of these Product Passthrough Terms on at least two previous occasions notwithstanding the remedy of any such breaches.

c. Effects of Termination. Termination or suspension is effective immediately unless otherwise specified in the termination or suspension notice. Termination of these Product Passthrough Terms also terminates all previously-accepted Order Forms then in effect. Upon expiration or termination of these Product Passthrough Terms, the rights granted to Customer by Provider will cease immediately (except as specified in this Clause 7.2).

- d. **Survival.** The following clauses will survive expiration or termination of these Product Passthrough Terms: 1.10, 6, 7.2, 8, 9, 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 these Product Passthrough Terms, 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. **Possible Infringement.**
- 9.1. **Options.** If Provider reasonably believes the Services infringe a third party's copyright, trademark rights, or trade secrets, then Provider will: (a) obtain the right for Customer, at Provider's expense, to continue to use the Services; (b) provide a non-infringing replacement with substantially the same functionality; or (c) modify the Services so that they no longer infringe.
- 9.2. **Suspension or Termination.** If Provider does not believe the foregoing options are commercially reasonable, then Provider may suspend or terminate Customer's use of the impacted portion of the Services.
10. **Publicity.** Customer agrees that Provider may include Customer's name and Brand Features in a list of Provider customers. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider products or services that are the subject of these Product Passthrough Terms.
11. **Additional Terms Related to "Call Phones" Functionality.**
- 11.1. **General.** Customer's use of the "Call Phones" feature through the Services (the "Call Phones Feature") is governed by the terms and conditions set forth in this Clause 11. By accepting the terms of these Product Passthrough Terms, Customer also accepts and agrees to be bound by the Call Phones Acceptable Use Policy.
- 11.2. **Caller ID.** Provider may allow Customer to associate a "Call Phones" number with the account used for Customer's Hardware. If Customer has a "Call Phones" number associated with the account used for Customer's Hardware, it will appear as the Customer's caller ID when a call is placed using such Customer's Hardware. If Customer has not set up a "Call Phones" number, a generic number or the word "unknown" will appear to the person to whom the call is placed.
- 11.3. **Emergency Calls.** Customer understands and agrees that the Call Phones Feature provides outbound calling functionality to telephone numbers from Chromebox for Meetings, and is not capable of placing or receiving emergency services calls. Customer understands and agrees that Customer is solely responsible for notifying End Users of the foregoing limitations with respect to emergency services calls.
- 11.4. **Provider's Proprietary Rights.** Provider has the right not to provide calling or connections in its sole discretion, including but not limited to connections to geographic locations, special services numbers, satellite telephony services, and other call forwarding services.
- 11.5. **Bill Payment.** Customer may be required to pay fees in connection with the Call Phones Feature, depending on the level of Call Phones Feature selected by Customer. There may be additional fees if Customer requests a change in the Call Phones Feature. Depending upon the level of Call Phones Feature selected by Customer, there may be charges for calls to or from certain locations, including without limitation payphones and areas within extended calling zones. There may also be applicable charges for any special or enhanced services Customer uses.
- 11.6. **Miscellaneous.** Calls placed to and received from phone numbers in the United States and other countries are routed through and provided by various regulated and licensed partners.
12. **Miscellaneous.**

- 12.1. Force Majeure. Provider will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 12.2. Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.
- 12.3. No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.
- 12.4. No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.
- 12.5. No Third Party Beneficiaries. These Product Passthrough Terms does not confer any benefits on any third party unless it expressly states that it does.
- 12.6. Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal or unenforceable, the rest of these Product Passthrough Terms will remain in effect.
- 12.7. Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

### 13. **Definitions.**

"Admin Account" means the account provided to Customer for the purpose of administering the Services.

"Admin Console" means the online tool provided by Provider 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 Customer or Provider.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Customer or Provider, respectively.

"Call Phones Acceptable Use Policy" means the policy available at <http://www.google.com/chrome/terms/chromebox-for-meetings/call-phones-user-policy/index.html>, or such other URL as Provider may provide, as such policy may be updated from time to time.

"Chromebox for Meetings Services" means the Chromebox for Meetings services provided by Provider to Customer pursuant to these Product Passthrough Terms (and as further described in the Documentation).

"Confidential Information" means information that disclosed by or to Customer under these Product Passthrough Terms, 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.

"Contract Year" means a period of one year starting on the Effective Date or the relevant anniversary of the Effective Date (as appropriate).

"Control" means control of greater than fifty percent of the voting rights or equity interests of an entity.

"Customer's Hardware" means that Supported Chrome OS Hardware for which Customer has enrolled to use the Services pursuant to an Order Form accepted by Provider.

"Documentation" means the description of the Services available at the following URL: <https://support.google.com/chromeboxformetings>, or such other URL as Provider 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 U.S. Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"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.

"Legal Process" 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.

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

"Order Form" means the written or online order form for the Services that is submitted to Provider on behalf of Customer. Each Order Form is subject to the terms of these Product Passthrough Terms.

"Privacy Policy" means Provider's privacy policy available at the following URL: <http://www.google.com/policies/privacy/>, or such other URL as Provider may provide, as such policy may be updated from time to time.

"Provider" means the third party provider of the Services.

"Reseller" means a designee within Provider's applicable distribution or reseller channel authorized to make the Services available to Customer.

"Service Commencement Date" means, after acceptance of the initial Order Form, the date the Services are made available to Customer.

"Services" means the Chromebox for Meetings Services.

"SLA" means the Service Level Agreement located at <https://www.google.com/chrome/terms/chromebox-for-meetings-sla.html>, or such other URL as Provider may provide, as such agreement may be updated from time to time.

"Software" means the Chrome OS software and Google+ Hangouts app, as installed on Supported Chrome OS Hardware.

"Supported Chrome OS Hardware" has the meaning given in the TSS Guidelines.

"Supported Chrome OS Hardware End Of Life Policy" means Provider's device end of life policy available at <http://www.google.com/intl/en/chrome/devices/eol.html>, or such other URL as may be provided, as such policy may be updated from time to time.

"Term" means all License Terms, collectively.

"Third Party Component Notice" means the notice available at the following URL: <http://www.google.com/chromebook/business-education-tos-additional.html>, or such other URL as may be provided, as such notice may be updated from time to time.

"Third Party Products" means any non-Provider branded products, software, or services.

"TSS" means the technical support services provided by Provider for the Software installed on Customer's Hardware in accordance with the TSS Guidelines.

"TSS Guidelines" means the guidelines then in effect for the TSS. TSS Guidelines are available at [http://support.google.com/enterprise/doc/gsa/terms/chrome\\_os\\_for\\_business\\_tssg.html](http://support.google.com/enterprise/doc/gsa/terms/chrome_os_for_business_tssg.html), or other such URL as Provider may provide, as such guidelines may be updated from time to time.

"Updates" means updates provided by Provider that: (i) are designed to improve, enhance and further develop the Services; and (ii) may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions.