

Google Passthrough Terms of Service - G Suite (for Customers)

1. **Product.**

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 Provider stores and processes its own information of a similar type. Provider 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 Product, Provider may transfer, store and process Customer Data in the United States or any other country in which Provider or its agents maintain facilities. By using the Product, Customer consents to this transfer, processing and storage of Customer Data

1.2 **Modifications.**

- a. To the Product. Provider may make commercially reasonable changes to the Product, from time to time. If Provider makes a material change to the Product, Provider may inform Customer, provided that Customer has subscribed with Provider to be informed about such change.
- b. To URL Terms. Provider may make commercially reasonable changes to the URL Terms from time to time. If Provider makes a material change to the URL Terms, Provider may inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Reseller or Provider via the Help Center within thirty days after receiving notice of the change. If Customer notifies Provider, or Reseller notifies Provider on Customer's behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Product. If the affected Product is renewed, they will be renewed under Provider's then current URL Terms.

1.3 **Customer Domain Name Ownership.** Prior to providing the Product, Provider 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 Provider will have no obligation to provide Customer with the Product.

1.4 **Federal Information Security Management Act (FISMA).** The Provider's Product known as "Google Apps Core Services" received a FISMA "Authorization to Operate" for a Moderate impact system. Provider will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800- 53 Rev. 3, or a similarly applicable standard. If Provider does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Provider's entire liability, will be Customer's ability to terminate use of the Product upon thirty days prior written notice.

2. **Customer Obligations.**

2.1 **Compliance.** Customer will use the Product in accordance with the attached Acceptable Use Policy. Provider may make new applications, features or functionality for the Product available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Provider will make other Non-Google Apps Products (beyond the Product) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Provider terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console. Customer agrees that its use of the Domain

Service is subject to its compliance with the Domain Service Terms.

- 2.2 Customer Administration of the Product. 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 and Reseller are 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 Provider's responsibilities do not extend to the internal management or administration of the Product for Customer and that Provider is merely a data-processor.
 - 2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so, and (ii) Provider to provide the Product.
 - 2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Product, and to terminate any unauthorized use. Customer or Reseller will promptly notify Provider of any unauthorized use of, or access to, the Product of which it becomes aware.
 - 2.5 Restrictions on Use. Unless Provider 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 Product to a third party (unless expressly authorized in these Product Passthrough Terms); (b) attempt to reverse engineer the Product or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Product; (d) use the Product for High Risk Activities; or (e) use the Product 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.
 - 2.6 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) provide Customer with the information or tools 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.
3. **Technical Support Services.**
- 3.1 By Customer. Customer or Reseller 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 Product. Customer or Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Provider.
 - 3.2 By Provider. If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Provider and Reseller) may escalate the issue to Provider in accordance with the TSS Guidelines. Provider will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines.

4. **Suspension.**

- 4.1 **Of End User Accounts by Provider.** If Provider becomes aware of an End User's violation of the Agreement, then Provider may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Provider's request to suspend an End User Account, then Provider may do so. The duration of any Suspension by Provider will be until the applicable End User has cured the breach which caused the Suspension.
- 4.2 **Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Provider 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 Provider Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Provider will provide Customer the reason for the Suspension as soon as is reasonably possible.

5. **Confidential Information.**

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

6. **Intellectual Property Rights; Brand Features.**

- 6.1 **Intellectual Property Rights.** Except as expressly set forth herein, these Product Passthrough Terms does not grant either Customer or Provider any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the Customer and Provider, Customer owns all Intellectual Property Rights in Customer Data, and Provider owns all Intellectual Property Rights in the Product.
- 6.2 **Display of Brand Features.** Provider may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Product), and within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Provider may also display Provider Brand Features on the Service Pages to indicate that the Product is provided by Provider. Neither party may display nor use the other party's Brand Features beyond what is allowed in these Product Passthrough Terms without the other's prior written consent.
- 6.3 **Brand Features Limitation.** Any use of Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. Any right to use its Brand Features pursuant to these Product Passthrough Terms may be revoked at any time with written notice to the other and a reasonable period to stop the use.

7. Representations, Warranties and Disclaimers.

- 7.1 Representations and Warranties. Customer and Provider represent that it has full power and authority to enter into the Agreement and warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Product, as applicable (including applicable security breach notification law). Provider warrants that it will provide the Product in accordance with the applicable SLA.
- 7.2 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 NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THE PRODUCT ARE NOT A TELEPHONY SERVICE AND THAT THE PRODUCT ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY PRODUCT CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

8. Term and Termination.

- 8.1 Term. The term for the Product will be as decided upon between Reseller and Customer. These Product Passthrough Terms will remain in effect for the Term.
- 8.2 Termination for Breach. Provider may suspend performance or terminate these Product Passthrough Terms if: (i) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches. Notwithstanding the foregoing, termination shall be in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(m) Termination for Cause.
- 8.3 Effects of Termination. If these Product Passthrough Terms terminate, then:
(i) the rights granted by Provider to Customer, and Customer to Provider will cease immediately (except as set forth in this Section); (ii) neither Customer nor Reseller will have access to, or the ability to export, the Customer Data;
(iii) Provider will begin to delete Customer Data; and (iv) upon request will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other.

9. Miscellaneous.

- 9.1 Government Purposes. The Product was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Product is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product, including technical data or manuals, is governed by the terms and conditions contained in these Product Passthrough Terms, which is Provider's standard commercial license agreement.

- 9.2 Force Majeure. Provider will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 9.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.
- 9.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.
- 9.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Product Passthrough Terms.
- 9.6 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.
- 9.7 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 conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

10. **Additional Product Terms.**

- 10.1 Ads. Provider does not serve Ads in the Product or use Customer Data for Ads purposes.
- 10.2 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 Provider may monitor emails sent to these aliases for Customer Domain Names to allow Provider to identify Product abuse.
- 10.3 Google Apps Vault. If Customer purchases Google Apps Vault, the following additional terms apply:
- a. Retention. Provider will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Provider will have no obligation to retain any archived Customer Data.

11. **Definitions.**

“Acceptable Use Policy” means the acceptable use policy for the Product attached hereto and available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Provider may provide.

“Admin Account(s)” means the administrative account(s) provided to Customer by Provider, or to Reseller by Customer, for the purpose of administering the Product. The use of the Admin Account(s) requires a password, which Provider will provide to Customer or Reseller.

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

“Administrators” mean the Customer-designated technical personnel who administer the Product to End Users on Customer’s behalf.

“Ads” means online advertisements displayed by Provider to End Users, excluding advertisements provided by any advertising products that are not part of the Product that Customer chooses to use in connection with the Product.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common

control with an entity.

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured from time to time.

“Confidential Information” means information disclosed or exchanged under these Product Passthrough Terms that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer’s Confidential Information.

“Customer Data” means data, including email, provided, generated, transmitted or displayed via the Product by Customer, End Users, or Reseller on behalf of Customer.

“Customer Domain Names” mean the domain names owned or controlled by Customer, which will be used in connection with the Product.

“Domain Service” means a service provided by Provider where Customer may, through a Provider-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

“Domain Service Terms” means the terms attached hereto and available at: http://www.google.com/a/help/intl/en/admins/domain_service_terms.html or other such URL as may be provided by Provider.

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

“End Users” means the individual Customer permits to use the Product.

“End User Account” means a Provider-hosted account established by Customer through the Product 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.

“Google Apps Core Services” means the applicable Product purchased by Customer from Reseller which is more fully described here: http://www.google.com/a/help/intl/en/users/user_features.html, or other such URL as Provider may provide.

“Help Center” means the Provider help center accessible at <http://www.google.com/support/> or other such URL as Provider 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 Product 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.

“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.

“Non-Google Apps Products” means Provider products which are not part of the Product, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL:

<http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Provider may provide.

“Non-Google Apps Product Terms” means the terms found at the following URL:

http://www.google.com/apps/intl/en/terms/additional_services.html, or such other URL as Provider may provide from time to time.

“Notification Email Address” means the email address designated by Customer to receive email notifications from Provider. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

“Provider” means the third party provider of the Product.

“Reseller” means the Provider authorized reseller Customer is paying to provide access to and use of the Product.

“Service Pages” mean the web pages displaying the Product to End Users.

“Product” means, as applicable, the Google Apps Core Services purchased from Reseller.

“SLA” means the Service Level Agreement for applicable Google Apps Core Services attached hereto and available at: http://www.google.com/apps/intl/en/terms/reseller_sla.html, or such other URL as Provider may provide from time to time.

“Suspend” means the immediate disabling of access to the Product, or components of the Product, as applicable, to prevent further use of the Product.

“Term” means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Product from Provider, unless terminated earlier pursuant to these Product Passthrough Terms, or pursuant to Customer’s agreement with Reseller.

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

“TSS” means the technical support Product provided by Provider to the Administrators during the Term pursuant to the TSS Guidelines.

“TSS Guidelines” means Provider’s technical support Product guidelines then in effect for the Product. TSS Guidelines are attached hereto and available at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Provider may provide.

“URL Terms” means the Acceptable Use Policy, the SLA and the TSS Guidelines.



G Suite Acceptable Use Policy

Use of the Services is subject to this acceptable use policy ("AUP").

If not defined here, capitalized terms have the meaning stated in the applicable contract ("Agreement") between customer, reseller or other authorized user ("You") and Google.

You agree not to, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to grant multiple individuals access to an individual End User Account other than via the delegation features provided within the Services;
- to create End User Accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the domain;
- to resell End User Accounts or parts thereof as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations (You are solely responsible for ensuring compliance with all applicable laws and regulations in the relevant jurisdiction(s)).

If You use G Suite for Education, You agree to use the Services or any Non-G Suite Products made available to End Users for educational purposes only, as authorized by your school. Your school is responsible, under the Agreement, for compliance with the Children's Online Privacy Protection Act of 1998, including obtaining parental consent for collection of personal information in the Services or Additional Services You allow End Users to access. Your school must also get parental consent before allowing any End Users under the age of 18 to use Additional Services.

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.



Domain Name Service Terms

1. **Generally.** In providing the Domain Service, Google will: (a) suggest a Registrar Partner to Customer; (b) assist Customer in registering Customer domain names with a Registrar Partner; and (c) aid in the setup of the service through the applicable Registrar Partner.
2. **Agreements with Registrar Partners.** Acceptance of these terms is not an agreement with a Registrar Partner, and Customer may need to accept a Registrar Partner's terms of service in order to register a domain name with that Registrar. Acceptance of a Registrar Partner's terms will create a separate contractual agreement with the Registrar Partner and that Customer is responsible for the terms in that agreement. Customer will direct all issues regarding Customer's domain name registration to the applicable Registrar Partner and not to Google. Google is not responsible for forwarding any correspondence directed to Google on Customer's behalf.
3. **Registration.** Customer is the Registrant for any Customer domain name, and will: (a) comply with the relevant ICANN regulations and policies concerning Customer's domain names; (b) submit and maintain Customer's registration information as complete and accurate at all times. Although Customer may elect to keep its information out of the WHOIS database, if regulations regarding these elections change, Customer's Registrar Partner or Google may disclose Customer's information as it reasonably believes necessary. If Customer will enable a third party to act on its behalf under these terms, then: (a) Customer remains liable for the behavior, and any resulting liability, of these third parties; and (b) Customer must have these third parties accept these terms and any applicable Registrar Partner's terms.
4. **Fees.** Customer is responsible for all fees concerning the Domain Service payable to Customer's Registrar Partners. Google may bill Customer for such fees and may collect such fees from Customer for payment to Customer's Registrar Partner(s), but is under no obligation to do so. During signup or through the Domain Service, Customer may choose to automatically renew Customer's domain names. If Customer so chooses, Google will convey Customer's request to Customer's Registrar Partner(s) and bill Customer for the then current fee for renewal when such payment is due. The current yearly fee for renewal is ten U.S. dollars, but this fee may change at any time (and will be listed with Customer's current renewal option as part of the Service).
5. **Domain Records.** Customer authorizes Google to correspond with Customer's Registrar Partners on Customer's behalf and to make changes to Customer's records with these Registrar Partners in order to facilitate the functioning of the Services offered under this Agreement. Customer authorizes Google to, at its option, become the Technical, Billing or other contact for domains registered through the Domain Service.
6. **Transfer.** Google may change its Registrar Partners or begin providing such domain name registration services itself at any time and in its sole discretion. If Google makes such a change: (a) Google may change Customer's Registrar; (b) Customer authorizes Google to act as the agent of the Registrant for the limited purpose of requesting such a change and completing any necessary forms or agreements; and (c) Customer authorizes Google to become and reset the administrative contact for the limited purpose of transferring Customer domain names and completing any necessary forms or agreements.
7. **Defined Terms.**

"Domain Service" means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners.

"ICANN" means the Internet Corporation for Assigned Names.

"Registrant" means the registrant for the Customer domain name, as "registrant" is defined by ICANN.

"Registrar Partners" means third party domain name registrars who have a contractual relationship with Google. Registrar Partners may change from time to time.

9/11/2017



G Suite Service Level Agreement

G Suite SLA. During the Term of the applicable G Suite Agreement (or prior versions of the agreement governing the use of G Suite) (the "Agreement"), the G Suite Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month (the "G Suite SLA"). If Google does not meet the G Suite SLA, and if Customer meets its obligations under this G Suite SLA, Customer will be eligible to receive the Service Credits described below. This G Suite SLA states Customer's sole and exclusive remedy for any failure by Google to meet the G Suite SLA.

Definitions. The following definitions shall apply to the G Suite SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"G Suite Covered Services" means the Gmail, Google+, Google Calendar, Google Cloud Search, Google Docs, Google Sheets, Google Slides, Google Forms, Google Drive, Google Groups for Business, Google Hangouts and Google Talk messaging and video initiation, Hangouts Meet, Google Keep, Google Sites and Google Vault components of the Service. This does not include the Gmail Labs functionality, G Suite - Postini Services and Gmail Voice components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Service" means the G Suite Services.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term (or monetary credit equal to the value of days of service for monthly postpay billing customers), at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Google (or, for Customers who ordered Services from a Reseller, Customer may notify Reseller and Customer's Reseller must notify Google) within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. For Customers who ordered Services from a Reseller, Customer will receive applicable Service Credit from Reseller on behalf of Google.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Google (or, for Customers who ordered Services from a Reseller, by Reseller on behalf of Google) to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts, except for customers who are on Google's monthly billing plan.

G Suite SLA Exclusions. The G Suite SLA does not apply to any services that expressly exclude this G Suite SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).

09/10/2017



G Suite Technical Support Services Guidelines

The following technical support services guidelines ("**Guidelines**") apply to support services for your use of "**G Suite Core Services**", except for the services and editions noted below that are excluded from coverage. Capitalized terms not defined herein have the meaning set forth in the agreement that governs your use of G Suite Core Services ("**Agreement**"). For clarity, Google will have no obligation under the Agreement (or these Guidelines) to provide support for any of the services set forth at the following URL: <https://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>

The following Core Services in G Suite for Education are not covered by the terms below:

- Chrome Sync

1. Support Request Submission

- 1.1 General. Customer may submit Requests by phone, or through the Online Help Center or support portal
- 1.2 Customer Efforts to Fix Errors. Prior to making a Request to Google, Customer will use reasonable efforts resolve issues, to fix any error, bug, malfunction or network connectivity defect without escalation to Google. Thereafter, a Customer Contact may submit a written request for technical support through the Google Help Center or support portal as provided by Google, or by phone.
- 1.3 Characterization of Requests. Customers designate priority upon submission of Requests. Upon receiving a request from Customer Contact, Google will determine whether the request is a "Service Unusable," "Standard Request" or a "Feature Request" (as defined in Section 8). Any such determination made by Google is final and binding on Customer. Google reserves the right to change Customer's Priority designation if Google believes that Customer's designation is incorrect and will inform Customer of any such change in its response to the support Request. Customer may appeal any such reclassification to Google's Support management for review through any available support channel.
- 1.4 Procedures for Acknowledgement and Resolution of Requests. When making a Request, Customer will provide requested diagnostic information including but not limited to: (i) describing the problem, the configuration, and Customer's network; (ii) providing relevant data; and (iii) communicating further via email or phone to answer questions and assist Google Support Personnel as appropriate.
- 1.5 Request Acknowledgement. Google may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that Google may be unable to provide answers to, or resolve all, Requests.
- 1.6 Feature Requests. If Google deems a Request as a Feature Request, Google will log such Request for consideration to add to a future update or release of the Services and will consider the matter closed. Google is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

2. Accessing Support

- 2.1 Google Help Center. Customer's End Users of the G Suite Services are provided support solely through the Google.com Google Help Center, which is accessible at <https://support.google.com/a/> or such URL as Google may provide. Customer is responsible for responding to any questions and complaints by End Users or other third parties relating to Customer's or its End Users' use of the Services, with such support services to be provided at Customer's own expense.
- 2.2 Support Hours and Target Initial Response Times. Google will provide access to Google Help Center

and phone support for customers on a 24 x 7 basis. Written P1 Priority support Requests are responded to with a target initial response time of one hour and are responded to 24 x 7. Written P2, P3, and P4 Priority support Requests submitted via Online Help Center or support portal are responded to with an initial target response time of 1 business day or less. All Priority support Requests received via phone will be responded to directly by Google Support Personnel as further state at: <https://support.google.com/a/table/3247295>. Google Support Personnel will be available to provide support via chat sessions.

2.3 Customer PIN may be Required to Access Support. Customer is required to provide a current Customer PIN when making a Request. Customer will obtain such Customer PIN in the Admin Console in order to access and receive support for the Services from Google. If Customer is unable to provide the current Customer PIN when prompted, Customer will only be able to access the online Google Help Center and post a question to its online help forum, until such time as the Customer PIN are restored. The Customer PIN may be updated periodically and is only available in the Admin Console.

3. **Chrome Support**

3.1 Availability of Support. In addition to Requests related to the G Suite Services, Google will also respond to Requests related to Chrome as set forth in these Guidelines. Such Requests will be responded to in English language only.

3.2 Supported Issue Types. Requests related to Chrome installation, Chrome Core Functionality, Chrome's security, administrative policies, and Chrome's interoperability with G Suite Services on Supported Platforms are responded to by Google Support Personnel as set forth in these Guidelines. Google may choose not to respond to Requests for other Chrome related technical issues, such as but not limited to, rendering problems for specific web pages, technical issues related to the underlying operating system, device driver or printer problems. If Google makes a code change to resolve a technical issue, the code change is released in an upcoming release and will not be ported back to an earlier version of Chrome.

4. **Standard Support**. All Customers will receive Standard Support which includes the following: Automatic product upgrades of the Services, Maintenance updates of the Services, Online self help and training for End Users and Administrators designed to assist Customers with implementation and use of the Services, Access to support by phone, Google Help Center or support portal, and Status Dashboard and support portal providing real-time publicly available status information for the Services.

5. **Premium Support Services** (Enhanced Support and Proactive Account Management, additional fees apply)

5.1 Phase Out. The Premium Support Services program has been phased out. Each Customer who previously purchased Premium Support Services will continue to receive that support for the remainder of its current support term, subject to the terms describing such Premium Support Services in effect when the Customer last purchased such support. When such current Premium Support Services term ends, it will not be renewed and will terminate, unless Google agrees otherwise in writing.

5.2 General. As applicable to certain Customers, Premium Support includes all of the items as set forth in Section 4 above, improved target initial response times to support Requests, as well as access to community resources and the premium services team as set forth below, to begin when Customer starts to use the Services in production.

5.3 Enhanced Support. For applicable Customers, Google agrees to use commercially reasonable efforts to respond to Customer requests based on the Priority of the Request as follows: P1 Priority support Requests are responded to with a target initial response time of 1 hour and are responded to 24 x 7. If contact is made for a P1 Priority support Request on a weekend or applicable holiday, a phone call is needed to trigger a return support response. P2 Priority support Requests made via phone will be

responded to directly. Written P2 Priority support Requests submitted via Online Help Center or support portal are responded to with a target initial response time of 4 hours 24x5. P3 and P4 Priority support Requests made via phone will be responded to directly. Written P3 and P4 Priority support Requests will be responded to with an initial target response time of 8 hours 24x5. For clarity, Google Support Personnel, not the premium services team, will provide all break-fix technical support.

5.4 Access to community resources and the premium services team. For applicable Customers, the premium services team will provide access to community resources, where Customers can find advice and engage in communication to help with their planning, with escalations, and to receive an ongoing proactive information exchange with the premium services team and other community members. The premium services team will represent Premium Support Customers to Google for important topics (including engineering, product management, and support), and will provide Customer with relevant information pertaining to the Services.

5.5 Term. As applicable, Google may elect not to renew such Premium Support after a 12-month period.

6. **Technical Account Management** (TAM) (additional fees apply). Customer will receive access to Google's technical account management team to: (a) assist with Customer in developing a cloud strategy with respect to the Services, (b) provide best practice advice regarding implementation and use of the Services, and (c) manage technical support escalations and coordinate with Google subject matter experts to address technical inquiries related to the Services.

7. **General Provisions**

7.1 Updates to Guidelines. Google may update these Guidelines from time to time but any update will not have a material adverse effect on Customer.

7.2 Maintenance. To ensure optimal performance of the Services, Google performs periodic Maintenance. In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Services. If Google expects planned Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide at least seven days advance notice of the Maintenance. In addition, Google may perform emergency unscheduled Maintenance at any time. If Google expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide advance notice of such Maintenance. Maintenance notices noted above will be provided via the G Suite Dashboard, Admin Console and/or Support Portal. In addition, Customers who subscribe may also be able to receive email and/or RSS Feed notifications of Maintenance.

7.3 Language. The parties agree that all support provided by Google Support Personnel pursuant to these Guidelines will be provided in English language, or in one of the many additional languages during listed hours documented in these Guidelines or at <https://support.google.com/a/table/3247295> or such other URL as Google may provide. Target Initial Response Times for language support other than English are applicable during the hours listed here: <https://support.google.com/a/table/3247295> Support outside of these hours can be obtained via English support channels.

7.4 Term of Support. Google will only provide the support services described in these Guidelines during the term of the Agreement and will have no obligation to provide any support services to Customer after the expiration or termination of such Agreement.

8. **Glossary of Definitions.** For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

"**Chrome**" means the Chrome web browser as released by Google for Supported Platforms and available for download at the URL <http://www.google.com/chrome/> or the MSI installer provided at the URL <https://www.google.com/chrome/business/> or at another URL that Google may provide.

"Chrome Core Functionality" means the features and functionality in the latest released Chrome browser version, excluding Google Chrome extensions, Google Play, and Google Cloud Print.

"Customer Contacts" means Administrators designated in the Admin Console.

"Feature Request" means a Request by a Customer Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.

"Google Support Personnel" mean the Google representatives responsible for handling technical support requests.

"Maintenance" means maintenance work that is performed on hardware or software delivering the Services.

"Priority" means the level of impact a Request is having on Customer's operations and is used to establish target response times. Definitions of available priority levels can be found on our help center:

<https://support.google.com/a/answer/1047213>

"Request" means a request from Customer to Google Support Personnel for technical support to resolve a question or problem report regarding the Services.

"Service Unusable" means a production issue that prevents more than one of the Customer's End Users from access to, or use of, the Services, or where Customer's network is not receiving any inbound email (and/or outbound email) from the Services. Customer must identify a Request as Service Unusable by designating it as a P1 Priority support Request.

"Standard Request" means a Request made by Customer to Google that is not a Service Unusable Request or Feature Request.

"Supported Platform" as listed at <https://support.google.com/a/bin/answer.py?answer=2763059> means an operating system and version for which i) Chrome is released by Google and ii) support under these Guidelines is provided. Google may choose not to respond to issues with preview versions of Chrome (also known as beta, dev, and canary) or preview features. Chrome OS is not a Supported Platform under these Guidelines; dedicated Google technical support and hardware service for Chrome OS is available under a separate agreement. For clarity, Chrome Frame is a separate product not covered under these Guidelines.



G Suite Service Level Agreement

G Suite SLA. During the Term of the applicable G Suite Agreement (or prior versions of the agreement governing the use of G Suite) (the "Agreement"), the G Suite Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month (the "G Suite SLA"). If Google does not meet the G Suite SLA, and if Customer meets its obligations under this G Suite SLA, Customer will be eligible to receive the Service Credits described below. This G Suite SLA states Customer's sole and exclusive remedy for any failure by Google to meet the G Suite SLA.

Definitions. The following definitions shall apply to the G Suite SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"G Suite Covered Services" means the Gmail, Google+, Google Calendar, Google Cloud Search, Google Docs, Google Sheets, Google Slides, Google Forms, Google Drive, Google Groups for Business, Google Hangouts and Google Talk messaging and video initiation, Hangouts Meet, Google Keep, Google Sites and Google Vault components of the Service. This does not include the Gmail Labs functionality, G Suite - Postini Services and Gmail Voice components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Service" means the G Suite Services.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term (or monetary credit equal to the value of days of service for monthly postpay billing customers), at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Google (or, for Customers who ordered Services from a Reseller, Customer may notify Reseller and Customer's Reseller must notify Google) within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. For Customers who ordered Services from a Reseller, Customer will receive applicable Service Credit from Reseller on behalf of Google.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Google (or, for Customers who ordered Services from a Reseller, by Reseller on behalf of Google) to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts, except for customers who are on Google's monthly billing plan.

G Suite SLA Exclusions. The G Suite SLA does not apply to any services that expressly exclude this G Suite SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).

09/10/2017



G Suite Acceptable Use Policy

Use of the Services is subject to this acceptable use policy ("AUP").

If not defined here, capitalized terms have the meaning stated in the applicable contract ("Agreement") between customer, reseller or other authorized user ("You") and Google.

You agree not to, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to grant multiple individuals access to an individual End User Account other than via the delegation features provided within the Services;
- to create End User Accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the domain;
- to resell End User Accounts or parts thereof as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations (You are solely responsible for ensuring compliance with all applicable laws and regulations in the relevant jurisdiction(s)).

If You use G Suite for Education, You agree to use the Services or any Non-G Suite Products made available to End Users for educational purposes only, as authorized by your school. Your school is responsible, under the Agreement, for compliance with the Children's Online Privacy Protection Act of 1998, including obtaining parental consent for collection of personal information in the Services or [Additional Services](#) You allow End Users to access. Your school must also get parental consent before allowing any End Users under the age of 18 to use [Additional Services](#).

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.



Domain Name Service Terms

1. Generally. In providing the Domain Service, Google will: (a) suggest a Registrar Partner to Customer; (a) assist Customer in registering Customer domain names with a Registrar Partner; and (c) aid in the setup of the service through the applicable Registrar Partner.
2. Agreements with Registrar Partners. Acceptance of these terms is not an agreement with a Registrar Partner, and Customer may need to accept a Registrar Partner's terms of service in order to register a domain name with that Registrar. Acceptance of a Registrar Partner's terms will create a separate contractual agreement with the Registrar Partner and that Customer is responsible for the terms in that agreement. Customer will direct all issues regarding Customer's domain name registration to the applicable Registrar Partner and not to Google. Google is not responsible for forwarding any correspondence directed to Google on Customer's behalf.
3. Registration. Customer is the Registrant for any Customer domain name, and will: (a) comply with the relevant ICANN regulations and policies concerning Customer's domain names; (b) submit and maintain Customer's registration information as complete and accurate at all times. Although Customer may elect to keep its information out of the WHOIS database, if regulations regarding these elections change, Customer's Registrar Partner or Google may disclose Customer's information as it reasonably believes necessary. If Customer will enable a third party to act on its behalf under these terms, then: (a) Customer remains liable for the behavior, and any resulting liability, of these third parties; and (b) Customer must have these third parties accept these terms and any applicable Registrar Partner's terms.
4. Fees. Customer is responsible for all fees concerning the Domain Service payable to Customer's Registrar Partners. Google may bill Customer for such fees and may collect such fees from Customer for payment to Customer's Registrar Partner(s), but is under no obligation to do so. During signup or through the Domain Service, Customer may choose to automatically renew Customer's domain names. If Customer so chooses, Google will convey Customer's request to Customer's Registrar Partner(s) and bill Customer for the then current fee for renewal when such payment is due. The current yearly fee for renewal is ten U.S. dollars, but this fee may change at any time (and will be listed with Customer's current renewal option as part of the Service).
5. Domain Records. Customer authorizes Google to correspond with Customer's Registrar Partners on Customer's behalf and to make changes to Customer's records with these Registrar Partners in order to facilitate the functioning of the Services offered under this Agreement. Customer authorizes Google to, at its option, become the Technical, Billing or other contact for domains registered through the Domain Service.
6. Transfer. Google may change its Registrar Partners or begin providing such domain name registration services itself at any time and in its sole discretion. If Google makes such a change: (a) Google may change Customer's Registrar; (b) Customer authorizes Google to act as the agent of the Registrant for the limited purpose of requesting such a change and completing any necessary forms or agreements; and (c) Customer authorizes Google to become and reset the administrative contact for the limited purpose of transferring Customer domain names and completing any necessary forms or agreements.
7. Defined Terms.
 - "Domain Service" means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners.
 - "ICANN" means the Internet Corporation for Assigned Names.
 - "Registrant" means the registrant for the Customer domain name, as "registrant" is defined by ICANN.
 - "Registrar Partners" means third party domain name registrars who have a contractual relationship with Google. Registrar Partners may change from time to time.



G Suite Technical Support Services Guidelines

The following technical support services guidelines ("**Guidelines**") apply to support services for your use of "**G Suite Core Services**", except for the services and editions noted below that are excluded from coverage. Capitalized terms not defined herein have the meaning set forth in the agreement that governs your use of G Suite Core Services ("**Agreement**"). For clarity, Google will have no obligation under the Agreement (or these Guidelines) to provide support for any of the services set forth at the following URL:

<https://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>

The following Core Services in G Suite for Education are not covered by the terms below:

- Chrome Sync

1 Support Request Submission

1.1 General. Customer may submit Requests by phone, or through the Online Help Center or support portal

1.2 Customer Efforts to Fix Errors. Prior to making a Request to Google, Customer will use reasonable efforts resolve issues, to fix any error, bug, malfunction or network connectivity defect without escalation to Google. Thereafter, a Customer Contact may submit a written request for technical support through the Google Help Center or support portal as provided by Google, or by phone.

1.3 Characterization of Requests. Customers designate priority upon submission of Requests. Upon receiving a request from Customer Contact, Google will determine whether the request is a "Service Unusable," "Standard Request" or a "Feature Request" (as defined in Section 8). Any such determination made by Google is final and binding on Customer. Google reserves the right to change Customer's Priority designation if Google believes that Customer's designation is incorrect and will inform Customer of any such change in its response to the support Request. Customer may appeal any such reclassification to Google's Support management for review through any available support channel.

1.4 Procedures for Acknowledgement and Resolution of Requests. When making a Request, Customer will provide requested diagnostic information including but not limited to: (i) describing the problem, the configuration, and Customer's network; (ii) providing relevant data; and (iii) communicating further via email or phone to answer questions and assist Google Support Personnel as appropriate.

1.5 Request Acknowledgement. Google may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that Google may be unable to provide answers to, or resolve all, Requests.

1.6 Feature Requests. If Google deems a Request as a Feature Request, Google will log such Request for consideration to add to a future update or release of the Services and will consider the matter closed. Google is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

2 Accessing Support

2.1 Google Help Center. Customer's End Users of the G Suite Services are provided support solely through the Google.com Google Help Center, which is accessible at <https://support.google.com/a/> or such URL as Google may provide. Customer is responsible for responding to any questions and complaints by End Users or other third parties relating to Customer's or its End Users' use of the Services, with such support services to be provided at Customer's own expense.

2.2 Support Hours and Target Initial Response Times. Google will provide access to Google Help Center and phone support for customers on a 24 x 7 basis. Written P1 Priority support Requests are responded to with a target initial response time of one hour and are responded to 24 x 7. Written P2, P3, and P4 Priority support Requests submitted via Online Help Center or support portal are responded to with an initial target response time of 1 business day or less. All Priority support Requests received via phone will be responded to directly by Google Support Personnel as further state at: <https://support.google.com/a/table/3247295>. Google Support Personnel will be available to provide support via chat sessions.

2.3 Customer PIN may be Required to Access Support. Customer is required to provide a current Customer PIN when making a Request. Customer will obtain such Customer PIN in the Admin Console in order to access and receive support for the Services from Google. If Customer is unable to provide the current Customer PIN when prompted, Customer will only be able to access the online Google Help Center and post a question to its online help forum, until such time as the Customer PIN are restored. The Customer PIN may be updated periodically and is only available in the Admin Console.

3 Chrome Support

3.1 Availability of Support. In addition to Requests related to the G Suite Services, Google will also respond to Requests related to Chrome as set forth in these Guidelines. Such Requests will be responded to in English language only.

3.2 Supported Issue Types. Requests related to Chrome installation, Chrome Core Functionality, Chrome's security, administrative policies, and Chrome's interoperability with G Suite Services on Supported Platforms are responded to by Google Support Personnel as set forth in these Guidelines. Google may choose not to respond to Requests for other Chrome related technical issues, such as but not limited to, rendering problems for specific web pages, technical issues related to the underlying operating system, device driver or printer problems. If Google makes a code change to resolve a technical issue, the code change is released in an upcoming release and will not be ported back to an earlier version of Chrome.

4 Standard Support

All Customers will receive Standard Support which includes the following:

Automatic product upgrades of the Services,

Maintenance updates of the Services,

Online self help and training for End Users and Administrators designed to assist Customers with implementation and use of the Services,

Access to support by phone, Google Help Center or support portal, and

Status Dashboard and support portal providing real-time publicly available status information for the Services.

5 Premium Support Services (Enhanced Support and Proactive Account

Management, additional fees apply)

5.1 Phase Out. The Premium Support Services program has been phased out. Each Customer who previously purchased Premium Support Services will continue to receive that support for the remainder of its current support term, subject to the terms describing such Premium Support Services in effect when the Customer last purchased such support. When such current Premium Support Services term ends, it will not be renewed and will terminate, unless Google agrees otherwise in writing.

5.2 General. As applicable to certain Customers, Premium Support includes all of the items as set forth in Section 4 above, improved target initial response times to support Requests, as well as access to community resources and the premium services team as set forth below, to begin when Customer starts to use the Services in production.

5.3 Enhanced Support. For applicable Customers, Google agrees to use commercially reasonable efforts to respond to Customer requests based on the Priority of the Request as follows: P1 Priority support Requests are responded to with a target initial response time of 1 hour and are responded to 24 x 7. If contact is made for a P1 Priority support Request on a weekend or applicable holiday, a phone call is needed to trigger a return support response. P2 Priority support Requests made via phone will be responded to directly. Written P2 Priority support Requests submitted via Online Help Center or support portal are responded to with a target initial response time of 4 hours 24x5. P3 and P4 Priority support Requests made via phone will be responded to directly. Written P3 and P4 Priority support Requests will be responded to with an initial target response time of 8 hours 24x5. For clarity, Google Support Personnel, not the premium services team, will provide all break-fix technical support.

5.4 Access to community resources and the premium services team. For applicable Customers, the premium services team will provide access to community resources, where Customers can find advice and engage in communication to help with their planning, with escalations, and to receive an ongoing proactive information exchange with the premium services team and other community members. The premium services team will represent Premium Support Customers to Google for important topics (including engineering, product management, and support), and will provide Customer with relevant information pertaining to the Services.

5.5 Term. As applicable, Google may elect not to renew such Premium Support after a 12-month period.

6 Technical Account Management (TAM) (additional fees apply)

Customer will receive access to Google's technical account management team to: (a) assist with Customer in developing a cloud strategy with respect to the Services, (b) provide best practice advice regarding implementation and use of the Services, and (c) manage technical support escalations and coordinate with Google subject matter experts to address technical inquiries related to the Services.

7 General Provisions

7.1 Updates to Guidelines. Google may update these Guidelines from time to time but any update will not have a material adverse effect on Customer.

7.2 Maintenance. To ensure optimal performance of the Services, Google performs periodic Maintenance. In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Services. If Google expects planned Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide at least seven days advance notice of the Maintenance. In addition, Google may perform emergency unscheduled Maintenance at any time. If Google expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide advance notice of such Maintenance. Maintenance notices noted above will be provided via the G Suite Dashboard, Admin Console and/or Support Portal. In addition, Customers who subscribe may also be able to receive email and/or RSS Feed notifications of Maintenance.

7.3 Language. The parties agree that all support provided by Google Support Personnel pursuant to these Guidelines will be provided in English language, or in one of the many additional languages during listed hours documented in these Guidelines or at <https://support.google.com/a/table/3247295> or such other URL as Google may provide. Target Initial Response Times for language support other than English are applicable during the hours listed here: <https://support.google.com/a/table/3247295> Support outside of these hours can be obtained via English support channels.

7.4 Term of Support. Google will only provide the support services described in these Guidelines during the term of the Agreement and will have no obligation to provide any support services to Customer after the expiration or termination of such Agreement.

8 Glossary of Definitions

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

8.1 "Chrome" means the Chrome web browser as released by Google for Supported Platforms and available for download at the URL <http://www.google.com/chrome/> or the MSI installer provided at the URL <https://www.google.com/chrome/business/> or at another URL that Google may provide.

- 8.2 "Chrome Core Functionality"** means the features and functionality in the latest released Chrome browser version, excluding Google Chrome extensions, Google Play, and Google Cloud Print.
- 8.3 "Customer Contacts"** means Administrators designated in the Admin Console.
- 8.4 "Feature Request"** means a Request by a Customer Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.
- 8.5 "Google Support Personnel"** mean the Google representatives responsible for handling technical support requests.
- 8.6 "Maintenance"** means maintenance work that is performed on hardware or software delivering the Services.
- 8.7 "Priority"** means the level of impact a Request is having on Customer's operations and is used to establish target response times. Definitions of available priority levels can be found on our help center: <https://support.google.com/a/answer/1047213>
- 8.8 "Request"** means a request from Customer to Google Support Personnel for technical support to resolve a question or problem report regarding the Services.
- 8.9 "Service Unusable"** means a production issue that prevents more than one of the Customer's End Users from access to, or use of, the Services, or where Customer's network is not receiving any inbound email (and/or outbound email) from the Services. Customer must identify a Request as Service Unusable by designating it as a P1 Priority support Request.
- 8.10 "Standard Request"** means a Request made by Customer to Google that is not a Service Unusable Request or Feature Request.
- 8.11 "Supported Platform"** as listed at <https://support.google.com/a/bin/answer.py?answer=2763059> means an operating system and version for which i) Chrome is released by Google and ii) support under these Guidelines is provided. Google may choose not to respond to issues with preview versions of Chrome (also known as beta, dev, and canary) or preview features. Chrome OS is not a Supported Platform under these Guidelines; dedicated Google technical support and hardware service for Chrome OS is available under a separate agreement. For clarity, Chrome Frame is a separate product not covered under these Guidelines.

– **Delayed Provisioning Terms**

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