

Exhibit C
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, 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.

Exhibit D
Product Passthrough Terms - Chrome Device Management

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 and conditions of these Product Passthrough Terms, Provider grants to Customer and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services with each unit of Customer Hardware, and any updates provided by Provider (each such license being a "License") during the License Term.
- 1.2 Ordering and Enabling the Services. On or after Provider's receipt and acceptance of an Order Form, Provider will configure Customer's account to enable Customer to use the Services via the Admin Console.
- 1.3 Modification and Updates to the Services. Provider may make commercially reasonable changes to the Services from time to time. If Provider makes a material change to the Services, Provider will inform Customer, provided Customer has subscribed with Provider to be informed about such change. The Services may automatically download and install updates from Provider from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Customer agrees to receive (and permit Provider to deliver) such updates as part of Customer's use of the Services. Provider may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.
- 1.4 Privacy Policy. The Services and its interaction with the administered Supported Chrome OS Hardware are subject to Provider's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.
- 1.5 Supported Chrome OS Hardware. Subject to Sections 1.6 (No Hardware Supplied under these Product Passthrough Terms), 1.7 (Termination of Support for Supported Chrome OS Hardware), and 1.8 (Replacement Customer Hardware), the Services will function with Customer Hardware, and Provider will provide TSS for the use of the Chrome OS Services with Customer Hardware, for so long such hardware remains supported in accordance with the Supported Chrome OS Hardware End of Life Policy.
- 1.6 No Hardware Supplied under these Product Passthrough Terms. For clarity, these Product Passthrough Terms does not cover the purchase, replacement, updating or support of any hardware. Provider is under no obligation to provide Customer with hardware, hardware replacement, hardware updates, or hardware support under these Product Passthrough Terms. Notwithstanding the foregoing, Supported Chrome OS Hardware may require updates designed to improve, enhance and further develop the operation of the Supported Chrome OS Hardware with the Services and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Although Provider does not provide such updates under these Product Passthrough Terms, it is the Customer's responsibility to ensure that Customer Hardware is updated properly in accordance with the terms of use of the applicable Supported Chrome OS Hardware and the terms of use in the TSS Guidelines. If Customer Hardware is not updated, it may cease to be deemed Supported Chrome OS Hardware as described in the TSS Guidelines and it may not function with the Services.
- 1.7 Termination of Support for Supported Chrome OS Hardware. Over time, Hardware that was initially Supported Chrome OS Hardware may cease to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy, at which point the Services may cease to function with, and Provider may cease to provide TSS for use of the Chrome OS Services with, that Supported Chrome OS Hardware. For such Supported Chrome OS Hardware, Customer may be informed via Customer's Admin Console or online under Provider's Supported Chrome OS Hardware End of Life Policy at least 90 days in advance of the date that such Supported Chrome OS Hardware will cease to be supported.
- 1.8 Replacement Customer Hardware. Except where the relevant License Term is perpetual, Customer may at any time, via such procedure as Provider may prescribe, transfer a License to use the Chrome

OS Services with a unit of Customer Hardware (including when such unit ceases to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy) to a replacement unit of Customer Hardware.

- 1.9 Reservation of Rights. Except as expressly specified herein, these Product Passthrough Terms does not grant Customer any rights, implied or otherwise, to Provider's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws. Provider (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services.

2. **Customer Obligations.**

- 2.1 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Services. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these Product Passthrough Terms; and (d) promptly notifying Provider of any unauthorized use of, or access to, the Admin Console of which it becomes aware. For the avoidance of doubt, Customer remains responsible for the foregoing obligations if Customer designates a third party as an Administrator.
- 2.2 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the Services and data about location of Supported Chrome OS Hardware. Customer will obtain and maintain all required consents from End Users to allow: (a) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so and (b) Provider to provide the Services.
- 2.3 Educational Institutions. If Customer is an educational institution, Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

3. **Restrictions.**

- 3.1 Generally. Subject to Section 3.2 (Third Party Components), Customer will not, and will not allow others to do any of the following unless required by law, or unless Provider consents in writing: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Services, or any component thereof; (b) copy or make derivative works of the Services, attempt to extract the source code of the Services, or otherwise attempt to reduce the Services to human perceivable form; (c) use the Services for High Risk Activities; (d) transfer, sublicense, distribute, sell, lease or use for timesharing or service bureau purposes the Services or any component of the Services; 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 includes 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 includes 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 also display Provider-Brand Features on the Services to indicate that the Services is provided by Provider. Customer may not display or use Provider's Brand Features.
- 4.2 Brand Features Limitation. Any use of a Provider's Brand Features will inure to the benefit of Provider. Provider may revoke Customer's right to use its Brand Features pursuant to these Product Passthrough Terms with written notice 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 the requests.
- 5.2 By Provider. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Distributor Authorized Reseller in accordance with the TSS Guidelines. Subject to Sections 1.5 (Supported Chrome OS Hardware), 1.6 (No Hardware Supplied under these Product Passthrough Terms), 1.7 (Termination of Support for Supported Chrome OS Hardware), and 1.8 (Replacement Customer Hardware) above, 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, Customer will be informed by either receiving an email to the Notification Email Address or an alert via the Admin Console.

6. **Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, PROVIDER NOR THEIR LICENSORS MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND 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. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

7. **Term and Termination.**

- 7.1 License Term. Subject always to early termination in accordance with these Product Passthrough Terms and to Section 1.7 (Termination of Support for Hardware), any License(s) purchased will: (a) commence on the Service Commencement Date or, for Licenses purchased after the Service Commencement Date, on the date specified in the relevant Order Form, and (b) continue for the license period(s) specified for the SKU(s) listed on the relevant Order Form accepted by Provider (each such period being a "License Term"). If any additional Licenses are purchased during a then-current License Term (an "Existing License Term") and correspond to a SKU listed on an Order Form previously accepted by Provider, they will have a pro-rated License Term ending on expiry (if applicable) of the Existing License Term.
- 7.2 Product Passthrough Terms Term. These Product Passthrough Terms will commence on the Service Commencement Date and will remain in force until expiry (if applicable) of all License Terms.
- 7.3 Termination for Breach. Provider terminate these Product Passthrough Terms and Customer's use of the Services if: (a) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within 30 days after receipt of written notice; or (b) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches.
- 7.4 Effects of Termination. Termination is effective immediately unless otherwise specified in the termination notice. Termination of these Product Passthrough Terms also terminates all then-outstanding Order Forms. Upon expiration or termination of these Product Passthrough Terms, the rights granted by way of these Product Passthrough Terms to the other will cease immediately (except as specified in this Section).
- 7.5 Survival. The following sections will survive expiration or termination of these Product Passthrough Terms: 1.3 (Modification and Updates to the Services), 1.9 (Reservation of Rights), 2.2 (End User Consent), 3 (Restrictions), 6 (Disclaimers), 8 (Confidentiality), and 11 (Miscellaneous).

8. **Confidentiality.**

8.1 General. 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.

8.2 Disclosure of Confidential Information.

- a. General. Subject to this section 9.2, Provider may disclose Customer's Confidential Information (i) pursuant to a Legal Process or (ii) with Customer's written consent. Customer is responsible for responding to all third party requests or Legal Process relating to its and its End Users' use of the Services.
- b. Notification.
 - i. General Notification. Before disclosing Confidential Information pursuant to a Legal Process, the disclosing entity will promptly notify the other entity. Provider will give notice to the Customer via the Notification Email Address.
 - ii. Delayed Notification. If a party is informed that the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person, such party may disclose the other entity's Confidential Information pursuant to the Legal Process and will provide notice to the other entity as soon as reasonably practicable.
 - iii. Exceptions to Notification. Subsections 8.2b(i) and 8.2b(ii) do not apply if an entity is informed that it is legally prohibited from giving notice.
- c. Opposition. The disclosing party will comply with the other entity's reasonable requests relating to efforts to oppose disclosure of its Confidential Information.

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's 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. **Miscellaneous.**

11.1 Force Majeure. Provider will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.2 Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.

11.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

11.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

11.5 No Third Party Beneficiaries. These Product Passthrough Terms does not confer any benefits on any third party unless it expressly states that it does.

- 11.6 **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.
- 11.7 **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.

12. Definitions.

"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 a Customer or Provider.

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

"Confidential Information" means information that is 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.

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

"Customer Hardware" means each unit of Supported Chrome OS Hardware registered by Customer from time to time for use with the Services, provided that Customer has not deregistered such unit.

"Documentation" means the description of the Services available at the following URL: <https://support.google.com/chrome/a/answer/1289314?hl=en>, 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 Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the 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.

"License Term" has the meaning given in Section 8.1.

"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 document indicating that Customer has signed up for the Services. 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 Service.

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

"Services" means the Chrome OS for Business and Education Services provided by Provider to a Customer or as described at the following URL: <https://support.google.com/chrome/a/answer/1289314?hl=en>, or such other URL as Provider may provide.

"Supported Chrome OS Hardware" means the proprietary Chrome OS computer hardware device described in the TSS Guidelines.

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

"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 for the Services identified in the Order Form.

"TSS Guidelines" means Provider's technical support services guidelines then in effect for the Services. TSS Guidelines are available at the following URL: <http://support.google.com/enterprise/terms>, or other such URL as Provider may provide.

Exhibit E Passthrough Terms – Google Apps for Work HIPAA Business Associate Addendum

Customer has entered into a certain written agreement (the “Agreement”), including the applicable Product Passthrough Terms, pursuant to which Customer is entitled to access and use the Product: Google Apps for Work. This HIPAA Business Associate Addendum (“HIPAA BAA”) is effective as of the date of the Product Passthrough Terms for the purpose of implementing the requirements of HIPAA (defined below) to support the compliance requirements thereunder. Together with the Product Passthrough Terms, this HIPAA BAA will be applicable to Protected Health Information (defined below).

1. **Definitions.** For purposes of this HIPAA BAA, any capitalized terms not otherwise defined herein will have the meaning given to them in the Product Passthrough Terms 6and under HIPAA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended (including with respect to the HITECH Act).

“HIPAA Implementation Guide” means the informational guide that Google makes available describing how Customer can configure and use the Services to support HIPAA compliance. The HIPAA Implementation Guide is available for review at the following URL:

https://static.googleusercontent.com/media/www.google.com/en/us/work/apps/terms/2015/1/hipaa_implementation_guide.pdf (as the content at such URL and the URL itself may be updated or modified from time to time).

“HITECH Act” means the Health Information Technology for Economic and Clinical Health Act enacted in the United States Congress, which is Title XIII of the American Recovery & Reinvestment Act, and the regulations thereunder, as amended.

“Included Functionality” means functionality within the Product as described at the following URL:

www.google.com/work/apps/terms/2015/1/hipaa_functionality.html

(as the content at that URL, or such other URL as may be provided, may be updated from time to time).

“Product” means only the Google Apps Core Services that Provider makes available to Customer under the applicable Product Passthrough Terms as further described at the following URL:

http://www.google.com/apps/intl/en-in/terms/user_features.html (as the content at such URL and the URL itself may be updated or modified from time to time).

“Protected Health Information” or “PHI” will have the meaning given to it under HIPAA to if provided as Customer Data in connection with Customer’s permitted use of Included Functionality.

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

“Security Rule” means 45 C.F.R., Part 164, Subpart C, under HIPAA.

2. **Applicability.**

2.1. **Parties.** This HIPAA BAA applies to the extent Customer is acting as a Covered Entity or Business Associate, to create, receive, maintain or transmit PHI via the Included Functionality and where Provider, as a result, is deemed under HIPAA to be acting as a Business Associate of Customer.

2.2. **Services Scope.** This HIPAA BAA is applicable only to the Included Functionality. The scope of Included Functionality may expand. If the scope of Included Functionality expands, then this HIPAA BAA will automatically apply to such additional new functionality and features as of the date the Included Functionality description is updated, or the date Provider has otherwise provided written communication regarding an update to the scope of Included Functionality to Customer’s Notification Email Address (whichever date is earlier).

3. **Permitted Use and Disclosure.**

3.1. **By Provider.** Provider may use and disclose PHI only as permitted under HIPAA as specified in the Product Passthrough Terms and under this HIPAA BAA. Provider may also use and disclose PHI for the proper management and administration of Provider’s business, for provisioning the Product, and to carry out the legal responsibilities of Provider, provided that any disclosure of PHI for such purpose may

only occur if: (1) required by applicable law; or (2) Provider obtains written reasonable assurances from the person to whom PHI will be disclosed that it will be held in confidence, used only for the purpose for which it was disclosed, and that Provider will be notified of any Breach.

- 3.2. **By Customer.** Customer will not request Provider or the Product to use or disclose PHI in any manner that would not be permissible under HIPAA if done by a Covered Entity itself (unless otherwise expressly permitted under HIPAA for a Business Associate). In connection with Customer's management and administration of the Product to End Users, Customer is responsible for using the available controls within the Product to support its HIPAA compliance requirements, including reviewing the HIPAA Implementation Guide and enforcing appropriate controls to support Customer's HIPAA compliance. Customer will not use the Product to create, receive, maintain or transmit PHI to other products or services outside of the Included Functionality, except where Customer has expressly entered into a separate HIPAA business associate agreement for use of such other products or services. If Customer uses Included Functionality in connection with PHI, Customer will use controls available within the Product to ensure: (i) all other products or services not part of the Product are disabled for all End Users who use Included Functionality in connection with PHI (except those products or services where Customer already has an appropriate HIPAA business associate agreement in place); and (ii) it takes appropriate measures to limit its use of PHI in the Product to the minimum extent necessary for Customer to carry out its authorized use of such PHI. Customer agrees that Provider has no obligation to protect PHI under this HIPAA BAA to the extent Customer creates, receives, maintains, or transmits such PHI outside of the Included Functionality (including Customer's use of its offline or on-premise storage tools or third party applications).
4. **Appropriate Safeguards.** The Product is subject to appropriate safeguards designed to prevent against unauthorized use or disclosure of PHI, consistent with this HIPAA BAA, and as otherwise required under the Security Rule, with respect to the Included Functionality. Customer will use appropriate safeguards designed to prevent against unauthorized use or disclosure of PHI, consistent with this HIPAA BAA, and as otherwise required under the Security Rule, with respect to the Included Functionality.
5. **Reporting.** Customer will be promptly notify following the discovery of a Breach resulting in the unauthorized use or disclosure of PHI in violation of this HIPAA BAA in the most expedient time possible under the circumstances, consistent with the legitimate needs of applicable law enforcement and applicable laws, and after taking any measures necessary to determine the scope of the Breach and to restore the reasonable integrity of the Services system by using commercially reasonable efforts to mitigate any further harmful effects to the extent practicable. Customer will receive any applicable Breach notifications via the Notification Email Address (as such contact is designated in the Product by Customer) or via direct communication with the Customer. For clarity, Customer and not Provider, is responsible for managing whether its End Users are authorized to create, receive, maintain or transmit PHI within the Product and Provider does not have any obligations relating thereto. This Section 5 will be deemed as notice to Customer that Provider periodically receives unsuccessful attempts for unauthorized access, use, disclosure, modification or destruction of information or interference with the general operation of Provider's information systems and the Services and even if such events are defined as a Security Incident under HIPAA, Customer will not receive any further notice regarding such unsuccessful attempts.
6. **Agents and Subcontractors.** As related to the Product, appropriate measures are taken to ensure that any agents and subcontractors used by Provider to perform its obligations related to the provision of the Product that require access to PHI on behalf of Provider are bound by written obligations that provide the same material level of protection for PHI as this HIPAA BAA. To the extent Provider uses agents and subcontractors in its performance of obligations hereunder, Provider will remain responsible for their performance as if performed by Provider itself under the Product Passthrough Terms.
7. **Accounting Rights.** PHI will be made available to Customer via the Product so Customer may fulfill its obligation to give individuals their rights of access, amendment, and accounting in accordance with the requirements under HIPAA. Customer is responsible for managing its use of the Product to appropriately respond to such individual requests.
8. **Access to Records.** To the extent required by law, and subject to applicable attorney client privileges, Provider will make its internal practices, books, and records concerning the use and disclosure of PHI received from Customer, or created or received by Provider on behalf of Customer, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for the purpose of the Secretary determining compliance with this HIPAA BAA.

9. **Return/Destruction of Information.** Upon termination of the Product Passthrough Terms or the Agreement, all PHI received from Customer, or created or received by Provider on behalf of Customer, which is still maintained in accordance with the section titled "Effects of Termination" (or as otherwise expressly agreed in writing) under the Product Passthrough Terms will be returned or destroyed; provided, however, that if such return or destruction is not feasible, the protections of this HIPAA BAA will extend to the PHI not returned or destroyed and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. In the event this HIPAA BAA is terminated earlier than the the Product Passthrough Terms or Agreement Customer may continue to use the Product in accordance with the the Product Passthrough Terms, but must delete any PHI it maintains in the Product and cease to create, receive, maintain or transmit such PHI to Provider or within the Product.
10. **Breach/Cure.** Customer may immediately terminate this HIPAA BAA and the Product Passthrough Terms upon 10 days written notice if Provider has materially breached this HIPAA BAA and such breach is not reasonably capable of being cured.
11. **Term.** This HIPAA BAA will expire upon the earlier of: (i) a permitted termination in accordance with this HIPAA BAA; (ii) the natural expiration or termination of the Product Passthrough Terms; (iii) the natural expiration or termination of the existing Agreement; or (iv) the execution of an updated HIPAA BAA that supersedes this HIPAA BAA.
12. **Interpretation.** It is the parties' intent that any ambiguity under this HIPAA BAA be interpreted consistently with the intent to comply with applicable laws.
13. **Effect of Addendum.** This HIPAA BAA supersedes in its entirety any pre-existing HIPAA BAA executed by the parties covering the same Product. To the extent of any conflict or inconsistency between the terms of this HIPAA BAA and the Product Passthrough Terms or the Agreement, the terms of this HIPAA BAA will govern. Except as expressly modified or amended under this HIPAA BAA, the terms of the Passthrough Terms and the Agreement remain in full force and effect.