



Customer Minimum Terms Agreement

This Customer Minimum Terms Agreement (the "Agreement") is made and entered into by and between C-Learning Ltd ("Reseller") - a Google Chrome OS for Enterprise Reseller and the customer identified in the Order Form ("Customer"). This Agreement, and the corresponding Order Form(s) by which Customer orders the Solution, sets forth the terms and conditions under which Customer may licence and use such Solution.

1. Licence.

- 1.1 Licence. Subject to these Minimum Terms, and in consideration of Customer's payment of all Fees, Reseller grants to Customer, and Customer agrees to comply with a non-exclusive, non-sublicensable, non-transferable licence to use the Software on the Hardware (or, if applicable, the Customer Acquired Hardware) during the Licence Term.
- 1.2 Shipment and Enabling. If Customer is receiving Google Apps on the same domain for which the Customer is seeking to use the Solution, then Customer agrees that it cannot use the Solution with more End Users than Customer has established End User accounts for Google Apps and it can only use the Solution for the End Users that Customer has activated for Google Apps. To ensure that any new, replacement and/or renewal Hardware is shipped to the correct Customer address, Customer agrees to notify Reseller of any change in Customer's shipping address at least 10 days in advance of any such shipment by Reseller.
- 1.3 Privacy Policy. Reseller (and its subcontractors) will implement appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access in accordance with the Google Privacy Policy. The Solution will be supplied in accordance with the Privacy Policy. Changes to the Privacy Policy will be made as stated in the Privacy Policy.

2. Modifications and Updates; Replacement Hardware, Apps, Extensions and Themes.

- 2.1 Modification to the Solution. Reseller (and its subcontractors) may make commercially reasonable changes to the Solution from time to time. If Reseller (or its subcontractors) makes a material change to the Solution, Reseller will inform Customer, provided that Customer has subscribed to be informed about such change via email. Certain functionality enhancements in the Services may not function with certain Hardware (or with certain Customer Acquired Hardware).
- 2.2 Updates to the Hardware. For certain models of Hardware purchased by Customer under this Minimum Terms, Reseller (and its subcontractors) may cease to provide the Services, Software updates, and/or TSS for such Hardware but Reseller (or its

subcontractors) will inform Customer at least 90 days in advance. In addition, in such event, Reseller will provide Customer the opportunity to receive comparable replacement Hardware (which may be refurbished) at no charge. Reseller will not provide any replacement for Customer Acquired Hardware.

- 2.3 Updates to Software and Services. The Solution may automatically download and install updates from from time to time. These updates are designed to improve, enhance and further develop the Solution and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Customer agrees to receive (and permit Reseller and its subcontractors to deliver) such updates as part of Customer's use of the Solution.
- 2.4 Replacement Hardware. Except where expressly agreed otherwise, Reseller and its subcontractors are under no obligation to provide Customer with Hardware replacement or updates under this Agreement. If Reseller (or its subcontractors) elects to replace any Hardware or provide updates, then any such replacement or update shall be at Google's sole discretion and subject to the then-current TSS Guidelines.
- 2.5 Software updates, services and TSS may not be provided on Hardware for which Reseller (or its subcontractors) has provided Customer a replacement under these Minimum Terms. Reseller(or its subcontractors) will have no obligation to provide Software updates, TSS, services or a Hardware replacement under this Agreement unless such replacement was issued as a result of Reseller's (or its subcontractors) warranty obligations.
- 2.6 New Applications. New applications, features or functionality for the Solution may be made available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.
- 2.7 Apps, Extensions and Themes.

- a. Generally. This Section 2.7 applies to apps, extensions, or themes that may be pre-installed in the Software or which are installed by Customer. Apps are web applications, developed by Google or third parties, that may be installed in the Software and can modify and enhance the functionality of the Software. Extensions are small software programs, developed by Google or third parties, that can modify and enhance the functionality of the Software. Themes are a special kind of extension that change the way the Software looks. Extensions and apps may have greater privileges to access the Solution than regular webpages, including the ability to read and modify End User data. Customer's use of any apps, extensions or themes provided by Google (excluding Third Party Products) is subject to these Minimum Terms, unless otherwise indicated. Customer's use of any apps, extensions or themes provided by a third party may be subject to terms provided by the third party.
- b. Updates. From time to time, the Solution may check with remote servers (hosted by Google or by third parties) for available updates to apps and extensions, including bug fixes or enhanced functionality. Customer agrees that such updates will be automatically requested, downloaded, and installed without further notice to Customer.
- c. Removal. From time to time, Google may discover an app or extension that violates Google developer terms or other legal agreements, laws, regulations or policies. The Software will periodically download a list of such apps and extensions from

Google's servers. Customer agrees that Google may remotely disable or remove any such app or extension from the Solution in Google's sole discretion.

3. Customer Obligations.

- 3.1 Customer Administration of the Solution. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Solution. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorised to access the Admin Account(s); (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement; and (d) promptly notifying Google of any unauthorised use of, or access to, the Admin Console of which it becomes aware.
- 3.2 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose End User data within the Solution and data about location of Hardware. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use, or disclose of this data (if applicable); and (ii) Google to provide the Solution.
- 3.3 Third Party Requests. Customer is responsible for responding to Third Party Requests. Reseller will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) if the relevant information is solely held by Google and reasonably accessible by Google, provide Customer with the information required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

4. Restrictions.

- 4.1 Generally. Customer will not, and will not allow others to do any of the following unless required or permitted by law, or unless Google consents in writing: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Solution, or any component thereof; (b) copy or make derivative works of the Solution, attempt to extract the source code of the Software or Services, or otherwise attempt to reduce the Software or Services to human perceivable form; (c) use the Solution for High Risk Activities; (d) transfer, sublicense, distribute, loan, sell, lease or use for timesharing or service bureau purposes the Solution or any component of the Solution; or (e) remove or alter any Brand Features or other proprietary notices on or in the Solution.
- 4.2 Third Party Components. Any third party component embedded, included or provided for use with the Solution may only be used in conjunction with the Solution ordered under the Order Form, which use is subject to this Agreement. Customer agrees to contract separately with the relevant third party provider for any applicable wireless Internet connectivity for the Solution. To the extent the Solution includes components governed by open source licences with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licences. To the extent the Solution includes components governed by open source licences requiring the provision of corresponding source code for those components, Google

hereby provides that source code consistent with those licences. Google hereby provides the Third Party Component Notice.

5. Ownership: Brand Features.

5.1 Generally. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's Intellectual Property Rights. Intellectual Property Rights in and to the content accessed through the Solution are the property of the applicable content owner and may be protected by applicable laws. As between the parties, Google (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Solution. Title to the Hardware will pass to Customer on Customer's receipt of the Hardware. Title to any Hardware (including any components) which Customer returns to Google for replacement will pass to Google on Google's receipt of such Hardware (or components), as applicable.

5.2 Display of Brand Features. Google may display those Customer Brand Features authorised by Customer within designated areas of the Services (such authorisation is provided by Customer uploading its Brand Features into the Services). Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Solution to indicate that the Solution is provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

5.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

6. Delivery. Reseller will bear the risk of loss for the Hardware until delivered to the address provided by Customer. Upon delivery, Customer bears all risk of loss for the Hardware. Title to the Hardware will pass to Customer on Customer's receipt of the Hardware and full payment of associated invoices. Title to any hardware (including components) which Customer returns to Reseller (or its subcontractors) for replacement will pass to Reseller (or its subcontractors) on Google's receipt of such Hardware (or components), as applicable.

7. Technical Support Services.

7.1 By Customer. Customer will, at its own expense, respond to questions and inquiries from End Users or third parties relating to Customer's or End Users' use of the Solution. Customer will use commercially reasonable endeavours to resolve support issues before escalating them to Google.

7.2 By Google. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Subject to Customer's payment of the Fees, Google will provide TSS to Customer for the Licence Term in accordance with the TSS Guidelines. If Google ships a replacement Hardware device to Customer in connection with providing TSS, Customer agrees to return any replaced Hardware pursuant to the TSS Guidelines.

7.3 Changes to TSS Guidelines. Google may make commercially reasonable changes to the TSS Guidelines from time to time. If Google makes a material change to the TSS Guidelines, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change,

Customer must so notify Google via the support portal or Help Center within thirty days after being informed of the change. If Customer notifies Google as required, then Customer will remain governed by the TSS Guidelines in effect immediately prior to the change until the end of the then-current Licence Term for the Solution. If the Licence Term for the Solution is renewed, Google's then current TSS Guidelines will apply to the use of the Solution.

8. Disclaimer. Except as expressly provided in this Agreement, to the maximum extent permitted by applicable law, no conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Hardware, Software or Services. Google does not warrant that the operation of the Solution will be error-free or uninterrupted. The Solution is not designed, manufactured, or intended for High Risk Activities. Google is not responsible for any Third Party Products (including wireless Internet connectivity) or websites which Customer may access via the Solution.
9. Export Compliance. Customer will comply with, and will obtain all prior authorisation from the competent government authorities required by, the Export Control Laws.
10. Third-Party Beneficiary. Google Ireland Limited (and its successors and permitted assignees) shall have the right to enforce Clauses 1(a), 4 and 5 of this Minimum Terms. Except as states in this Clause 10, no third party shall have the right to enforce the Minimum Terms.
11. Initial Login Terms. If Customer or End User is presented with a similar agreement on the same subject matter on its initial login to use the Solution, the Minimum Terms
12. Termination.
 - 12.1 Termination for Breach. Reseller may suspend performance or terminate these Minimum Terms if: (a) Customer is in material breach of these Minimum Terms and fails to remedy that breach within thirty days after receiving written notice of such breach; (b) Customer is in material breach of these Minimum Terms more than two times notwithstanding any cure of such breaches; or (c) Customer suspends, or threatens to suspend, payment of its debts or admits inability to pay its debts, enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on business; or (d) any analogous event happens to the other party in which it is incorporated or resident or in which it carries on business or has assets.
 - 12.2 Effects of Termination. If these Minimum Terms terminate then the rights granted by one party to the other will cease immediately.
 - 12.3 Termination of Reseller Agreement. If the reseller agreement between the Reseller and Google pertaining to the Solution terminates during the Term, and Customer desires to continue to receive the Solution, Reseller will arrange for Customer to enter into an applicable agreement pertaining to the Solution with another reseller or, if Google agrees, with Google directly.
13. Publicity. Customer agrees that Google may include Customer's name and Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of these Minimum Terms. Customer agrees that Google may contact Customer to inquire about

Customer's satisfaction with Reseller's sales and service quality in connection with the Solution. This Clause is subject to Clause 5©.

14. Payment Terms.

- 14.1 Purchase Process: Invoicing. C-Learning will provide Customer an Order Form for each new purchase (excluding any applicable auto-renewal), to confirm the Solution, quantity and Fees. C-Learning will invoice Customer for the Fees as set forth under "Invoicing Terms" in the Order Form.
- 14.2 Payment. All Fees are due seven days from the invoice date. All payments due are in the currency specified on the invoice. Payments made via bank transfer must be made in accordance with the bank transfer instructions set out in the invoice.
- 14.3 Taxes. Customer shall pay the Fees to C-Learning free and clear of, and without any deduction for, any and all taxes. Customer shall pay any taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to all transactions under the Agreement, including penalties and interest, but specifically excluding taxes based upon C-Learning's net income. When C-Learning has a legal obligation to collect such taxes, the appropriate amount shall be invoiced to and paid by Customer upon receipt of invoice or other notification, unless Customer provides C-Learning with a valid tax exemption certificate authorised by the appropriate taxing authority. Customer will provide to C-Learning original or certified copies of all tax payments or other evidence of payment of taxes by Customer with respect to transactions under this Agreement.
- 14.4 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to C-Learning, C-Learning will not issue a corrected invoice, but will instead issue a credit note specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, C-Learning will apply the credit note amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.
- 14.5 Late Payments. C-Learning may charge interest at the rate of 2% per annum above the base rate of Barclays Bank PLC from time to time, from due date until the date of actual payment, whether before or after judgment, on any Fee which is overdue. Customer will be responsible for all reasonable expenses (including legal fees) incurred by C-Learning in collecting overdue and unpaid amounts, except where such overdue and unpaid amounts are due to C-Learning's billing inaccuracies.
- 14.6 Purchase Orders.
- a. Required. If Customer requires a purchase order number on its invoice, Customer will select "Yes" in the purchase order section of the Order Form and issue a purchase order to C-Learning. If Customer requires a purchase order number, and fails to provide the purchase order to C-Learning, then C-Learning will not be obligated to provide the Solution until the purchase order has been received by C-Learning.
 - b. Not Required. If Customer does not require a purchase order number to be included on the invoice, Customer must select "No" in the purchase order section of the Order Form. If Customer waives the purchase order requirement, then: (a)

C-Learning will invoice Customer without a purchase order; and (b) Customer agrees to pay invoices without a purchase order.

- c. The parties agree that none of the terms and conditions in any purchase order issued by Customer will apply to or modify this Agreement and that any terms or conditions in such purchase orders are null and void.

15. Miscellaneous.

15.1 Notices. All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The email address for notices being sent to C-Learning Ltd is ian.nairn@c-learning.net. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). All other notices must be in English, in writing and addressed to the other party's primary contact.

15.2 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assignor has notified the other party of the assignment. Any other attempt to assign is void.

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

15.4 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

15.5 Severability. If any provision of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

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

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

15.8 Governing Law. This Agreement and any Order Form(s) and any dispute (contractual or non-contractual) concerning this Agreement and / or any Order Forms or its subject matter or formation (a "Dispute") are governed by English law. If this Agreement is translated into any other language, if there is conflict the English text will take precedence.

15.9 Arbitration. Any Dispute shall be referred to and finally resolved by arbitration under the rules of the LCIA, which rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitration shall be English. This Section shall be without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief (together "Interim Relief").

15.10 Amendments. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement.

15.11 Survival. The following sections will survive expiration or termination of this Agreement: 5.1, 12.2, 14, 15 and 16.

15.12 Entire Agreement. This Agreement, the Order Form, and all documents referenced herein or therein, contains all the terms agreed between the parties regarding the subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. The terms located at a URL and referenced in this Agreement or in the Order Form are hereby incorporated by this reference.

15.13 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will take precedence in the following order: the Order Form, the Agreement, and the terms located at any URL.

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

16. Customer Minimum Terms: Definitions.

"Admin Console" means the online tool provided by Google to Customer for use in configuring and administering the Solution.

"Administrators" mean the Customer-designated technical personnel who administer the Solution 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 entity.

"Beta Channel" is a channel which an End User may select for the Product he or she is using. Google uses the Beta Channel to test future features and functionality for the Solution before releasing them to the customer base generally by installing Beta Software on the Products of End Users who select the Beta Channel.

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

"Confidential Information" means information disclosed by a party to the other party under this Minimum Terms that is marked as confidential or would normally be considered confidential under the circumstances.

"Customer Acquired Hardware" means the proprietary Chrome OS computer hardware acquired by the Customer from a third party (other than Reseller or Google).

“Developer Channel” is a channel which an End User may select for the Product he or she is using. Google uses the Developer Channel to test future features and functionality for the Solution before releasing them to the Beta Channel by installing pre-Beta Software on the Products of End Users who select the Developer Channel.

“Developer Mode” is a mode which an End User may select for the Product he or she is using. Switching the Product into Developer Mode will delete any existing End User data which is cached on the Product, and allow the End User to overwrite the Chrome OS operating system on the Product with a different operating system. An End User can switch a Product into Developer Mode through a hardware specific switch, and can switch back out of Developer Mode with that same switch.

“Documentation” means the description of the Solution available here: <http://www.google.com/chromebook/business-education-solution.html>, or such other URL as Google may provide, as such description may be updated from time to time.

“Effective Date” means the date of which Google accepts the Reseller’s order for the Solution applicable to Customer.

“End Users” means the individuals Customer permits to use the Solution.

“EU Directive” means Directive 95/46/EC of the European Parliament and of the Council on Protection of Individuals with Regards to the Processing of Personal Data and on the Free Movement of Such Data.

“Export Control Laws” means all applicable export and reexport 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, and all such equivalent laws and regulations applied in the United Kingdom.

“Fees” means the amounts invoiced to Customer by Reseller for the Solution as described in these Minimum terms and the Order Form.

“Google Apps” means the Google Apps services provided by Google to Customer under the terms of a separate agreement between Google and Customer.

“Hardware” means the proprietary computer hardware provided these Minimum terms (including any replacement hardware provided under this Agreement), if applicable.

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

“High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Solution could lead to death, personal injury, or environmental damage.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, design rights (whether registered or unregistered), database rights and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

“Licence Term” means the period of time specified on the order form during which Customer is authorised to use the Software and Services on the Hardware and receive TSS. The duration for which the applicable Solution purchased by Customer will be supported is specified in the TSS Guidelines at:

http://support.google.com/enterprise/doc/gsa/terms/chrome_os_for_business_tssg.html

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

“Order Form” means an order form, which is the written document provided by Reseller and signed by the Customer (or, if applicable, an online form provided by Reseller and accepted by Customer) specifying the Solution purchased by Customer under this Agreement. All Order Forms are subject to this Agreement, and will contain at least: (i) SKU name; (ii) price; and (iii) the Licence Term.

“Products” means the Software and the Hardware.

“Google Privacy Policies” means Google’s privacy policy available at <http://www.google.com/chromebook/#privacy> or such other URL as Google may provide.

“Reseller” means the reseller of the Solution to Customer under these Minimum Terms

“Software” means the Chrome OS Software provided by Reseller, in binary executable form only, which is installed on the Hardware, and any updates to such software made available from time to time.

“Solution” means the Products and Services. The Solution is more fully described in the Documentation.

“Term” means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Licence Term or (ii) the date the Agreement is terminated as set forth herein.

“Third Party Component Notice” means the notice set forth at the following URL: <http://www.google.com/chromebook/business-education-tos-additional.html>, or such other URL as Google may provide, and any updates Google may make to such notice from time to time.

“Third Party Products” means any non-Google branded products, software, or services.

“Third Party Request” means a request from a third party for records relating to an End User’s use of the Solution. 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 services provided by Google for the Solution identified in the Order Form.

“TSS Guidelines” means Google’s technical support services guidelines then in effect for the Solution. TSS Guidelines are at the following URL: <http://support.google.com/enterprise/terms> or other such URL as Google may provide.

