

Google Apps for Education Agreement

This Google Apps for Education Agreement (the "Agreement") is entered into by and between Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland ("Google") and University of Bristol with an address at Senate House, Tyndall Avenue, Bristol BS8 1TH ("Customer"). This Agreement governs Customer's access to and use of the Services and will be effective as of the Effective Date.

1. Services.

- 1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.
- 1.2 Modifications.
- (a) To the Services. Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer via such method as Google may elect, provided that Customer has subscribed with Google to be informed about such material change.
- (b) To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. 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 Help Centre within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current Services Term. If the Services are renewed, they will be renewed under Google's then current URL Terms.
- 1.3 Privacy Policies. Customer acknowledges that it has chosen to have its End Users' personal data processed by Google as part of the Services within the scope of the Services' capabilities, which are reflected in the Google Privacy Policies. Customer therefore instructs Google to provide the Services and process End User personal data in accordance with the Google Privacy Policies and Google agrees to do the same. The Google Privacy Policies are hereby incorporated by reference into this Agreement. Customer agrees to protect the privacy of End Users by complying with a policy communicated to End Users which is no less protective than the Google Privacy Policies.
- 1.4 Data Protection. In Section 1.3 and Section 1.4, the terms "personal data", "processing", "controller" and "processor" shall have the meanings ascribed to them in the EU Directive. For the purposes of this Agreement and in respect of the personal data of End Users, the parties agree that Customer shall be the data controller and Google shall be a data processor. Google shall take and implement appropriate technical and organisational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. During the Term, Google shall ensure that: (i) Google Inc. remains certified with the U.S Department of Commerce Safe Harbor Program or comparable successor programme ("Safe Harbor"); (ii) the scope of Google Inc.'s Safe Harbor certification includes Customer Data processed by or on behalf of Google under this Agreement; and (iii) its practices in respect of personal data processed on behalf of Customer will remain consistent with those described in Google Inc.'s Safe Harbor certification and the Safe Harbor principles listed at http://www.export.gov/safeharbor/sh_documents.html.
- 1.5 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.
- 1.6 Ads.
- (a) Default. The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console and such change shall constitute Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads on such reversion.
- (b) Selectively Showing Ads. Notwithstanding Section 1.6(a), if Customer:
- Provides different domains for different classifications of End Users (for example, students.university.edu and alumni.university.edu); or
 - Google provides the capability for Customer to show Ads only to particular sets of End Users within the same domain
- then Customer must enable the serving of Ads to End Users who are alumni.
- 1.7 End User Accounts. Customer may request End User Accounts by: (i) requesting them online via the Admin Console; or (ii) after the Services Commencement Date, contacting Google support personnel. Customer can suspend or delete End User Accounts at any point in time through the Admin Console.
- 1.8 SLA. Google will provide the Services in accordance with this Agreement and the SLA.

2. Customer Obligations.



- 2.1 Permitted Uses. The Services are permitted for use only by Customer and its associated non-profit educational institutions and associated bodies.
- 2.2 Compliance. Customer will ensure that the Services are used in accordance with the Acceptable Use Policy. The Acceptable Use Policy is hereby incorporated into this Agreement. Google may make new applications, features or functionality available from time to time through the Services, the use of which may be subject to Customer's agreement to additional terms. In addition, Google will make other Non-Google Apps Products (beyond the Services) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service. If Customer does not wish to enable any of the Non-Google Apps Products, Customer can choose to enable or disable (as the case may be) the Non-Google Apps Products (or any of them) at any time through the Admin Console.
- 2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with this Agreement. Customer acknowledges and agrees that Google is not responsible for the internal management or administration of the Services for Customer.
- 2.4 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: (a) Customer's access, monitoring, use and/or disclosure of this data and Google providing Customer with the ability to do so; and (b) Google to provide the Services in accordance with this Agreement.
- 2.5 Unauthorized Use. Customer will use its reasonable endeavours to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.
- 2.6 Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use its reasonable endeavours to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component of the Services except as permitted by law; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws.
- 2.7 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent permitted by law and by the terms of the Third Party Request, promptly notify Customer of its receipt of a 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 itself.
3. Technical Support Services.
- 3.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customers' or End Users' use of the Services. Customer will use reasonable endeavours to resolve support issues before escalating them to Google in accordance with Section 3.2.
- 3.2 By Google. If Customer is unable to resolve a support issue in accordance with Section 3.1 above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Google will respond in accordance with the TSS Guidelines.
4. Suspension by Google.
- 4.1 Of End User Accounts by Google. If Google becomes aware of an End User Account being used in non-compliance with this Agreement, then Google may request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.
- 4.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the applicable End User Accounts. Suspension will be to the minimum extent and of the minimum duration required in Google's opinion to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.
5. Confidential Information.
- 5.1 The recipient of any Confidential Information will not disclose that Confidential Information, except to any Group Company, employees and/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 may use such Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser.
6. Intellectual Property Rights; Brand Features.
- 6.1 Intellectual Property Rights. Except as expressly stated otherwise in this Agreement neither party shall acquire any right, title, or interest in any Intellectual Property Rights belonging to the other party, or any of the other party's licensors. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.
- 6.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is deemed to be provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Services.



Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Services Pages to indicate that Google provides the Services. Neither party may display or use the other party's Brand Features except as expressly permitted in this Agreement without the other party's prior written consent.

- 6.3 **Brand Features Limitation.** All goodwill arising from the use of a party's Brand Features shall belong to 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.
7. **Publicity.** Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent. Notwithstanding the foregoing, (a) Customer is permitted to state publicly that it is a customer of the Services, consistent with the Trademark Guidelines, and (b) Customer consents to Google's use of Customer's name in a general customer list, but only if Customer is not the only Customer appearing on the list. For clarification, Customer does not need to seek approval from Google if Customer is repeating a public statement that is substantially similar to a public statement that has been previously approved by Google in accordance with the provisions of this Agreement.
8. **Representations, Warranties and Disclaimers.**
- 8.1 **Representations and Warranties.** Each party represents that it has full power and authority to enter into the Agreement. Customer acknowledges and agrees that it is solely responsible for compliance with all applicable laws regarding collection of End User's information.
- 8.2 **Disclaimers.** No conditions, warranties or other terms apply to any Services or to any other goods or services supplied by Google under this Agreement unless expressly set out in this Agreement. Subject to Section 12.1(b), no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
9. **Term; No Fees.**
- 9.1 **Term.** This Agreement shall commence on the Effective Date and continue for the Initial Term, and if renewed in accordance with Section 9.2 for the applicable renewal period, unless terminated earlier in accordance with its terms ("Term").
- 9.2 **Auto Renewal.** At the end of the Initial Term the Agreement will be automatically renewed for consecutive additional terms of twelve months (each a "Renewal Term"). If either party does not want the Agreement to renew, then it must notify the other party in writing at least 60 days prior to the end of the then current Services Term. This notice of non-renewal will be effective upon the conclusion of the then current Services Term.
- 9.3 **No Fees.** Google will not charge Customer fees for the Services.
- 9.4 **Services Use.** Customer has no obligation to use the Services and may cease using the Services at any time for any reason (or no reason).
10. **Termination.**
- 10.1 **Termination for Breach.** Either party may suspend performance and/or terminate this Agreement with immediate effect if: (i) the other party is in material breach of the Agreement and fails to remedy that breach within thirty days after receipt of written notice; (ii) the other party is in material breach of this Agreement and the breach is incapable of remedy; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any remedy of such breaches.
- 10.2 **Termination for Insolvency.** Either party may suspend performance and/or terminate this Agreement with immediate effect, if: (a) the other party 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 (b) any analogous event happens to the other party in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.
- 10.3 **Other Termination.** Customer may terminate this Agreement for any reason (or no reason) with thirty days prior written notice to Google.
- 10.4 **Effects of Termination.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; provided that if Customer needs Google to provide access and the ability to export Customer Data for a minimum period of time (such time period not to exceed 90 days), then prior to termination Customer notifies Google of that request; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active and replication servers and overwriting it over time; and (iv) upon request each party will promptly use reasonable endeavours to return or destroy all other Confidential Information of the other party.
11. **Indemnification.**
- 11.1 **By Google.** If Customer receives a claim from a third party that either Google's or any Google Group Company's technology used to provide the Services or any Google Brand Feature infringe(s) any copyright, trade secret or trade mark of such third party (an "IP Claim"), Customer will: (a) promptly notify Google; (b) provide Google with reasonable information, assistance and cooperation in responding to and, where applicable, defending such IP Claim; and (c) give Google full control and sole authority over the defence and settlement of such IP Claim. Customer may appoint its own supervising counsel of its choice at its own expense.
- 11.2 Provided Customer complies with Section 11.1 and subject to Section 11.3, Google will accept full control and sole authority over the defence and settlement of such IP Claim and will indemnify Customer against all damages and costs awarded for such IP Claim, settlement costs approved in writing by Google in relation to such IP Claim, reasonable legal fees necessarily incurred by Customer in relation to such IP Claim and reasonable costs necessarily incurred by Customer in complying with Section 11.1(b).



- 11.3 Google will not have any obligations or liability under this Section 11 in relation to any IP Claim arising from: (a) use of the Services or Google Brand Features in breach of this Agreement, in a modified form or in combination with materials not furnished by Google; and/or (b) any content, information or data provided to Google by Customer, End Users or any other third parties.
- 11.4 The indemnity above is Google's entire liability and Customer's exclusive remedy with respect to infringement of a third party's Intellectual Property Rights.
- 11.5 Possible Infringement.
- (a) Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google may (at its sole discretion): (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
- (b) Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the Services.
12. Limitation of Liability.
- 12.1 Nothing in this Agreement shall exclude or limit either party's liability for: (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees; (b) fraud or fraudulent misrepresentation; (c) breach of any implied condition as to title or quiet enjoyment; or (d) misuse of confidential information.
- 12.2 Save to the extent that this Agreement expressly states otherwise, nothing in this Agreement shall exclude or limit either party's liability under Section 11 (Indemnities).
- 12.3 Subject to Sections 12.1 and 12.2, neither party shall be liable under this Agreement (whether in contract, tort or otherwise) for any special, indirect or consequential losses (whether or not such losses were within the contemplation of the parties at the date of this Agreement) suffered or incurred by the other party.
- 12.4 Subject to Sections 12.1, 12.2 and 12.3, each party's liability under this Agreement (whether in contract, tort or otherwise) in relation to liability arising from any given event or series of connected events, shall be limited to £100,000.
13. Miscellaneous.
- 13.1 Notices. Unless otherwise specified in this Agreement, All notices of termination or breach must be in English, in writing, addressed to the other party's Legal Department and sent to Customer's postal address identified in this Agreement or to legal-notices@google.com (as applicable) or such other address as either party has notified the other in accordance with this Section 13.1. All notices shall be deemed to have been given on receipt as verified by written or automated receipt or electronic log (as applicable). All other notices must be in English, in writing, addressed to the other party's primary contact and sent to their then current postal address or email address..
- 13.2 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except to a Group Company, but only if: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; and (b) the assignor has notified the other party of such assignment in writing. Any other attempt to transfer or assign is void.
- 13.3 Sub-contracting. Either party may sub-contract its obligations under this Agreement, in whole or in part, without the prior written consent of the other, provided that the sub-contracting party remains fully liable for all such sub-contracted obligations and accepts full liability as between the parties for the actions and/or inactions of its sub-contractors as if such actions and/or inactions were its own.
- 13.4 Change of Control. Either party may terminate this Agreement immediately upon written notice if there is a Change of Control of the other party, other than in the context of an internal restructuring or reorganisation of its Group Companies. In this clause the term "Control" shall mean the possession by any person(s) directly or indirectly of the power to direct or cause the direction of another person and "Change of Control" is to be construed accordingly. The party experiencing such Change of Control will notify the other party in writing of this within 30 days after the Change of Control. If the terminating party has not exercised its right of termination under this clause within 30 days following receipt of notice of the other party's Change of Control, that right of termination will expire.
- 13.5 Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) beyond its reasonable control.
- 13.6 No Waiver. Failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such (or any other) right or remedy.
- 13.7 Severability. The invalidity, illegality or unenforceability of any term (or part of a term) of this Agreement shall not affect the continuation in force of the remainder of the term (if any) and this Agreement.
- 13.8 No Agency. Except as expressly stated otherwise, nothing in this Agreement shall create an agency, partnership or joint venture of any kind between the parties.
- 13.9 No Third-Party Beneficiaries. Except as expressly stated otherwise, nothing in this Agreement shall create or confer any rights or other benefits in favour of any person other than the parties to this Agreement.
- 13.10 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

- 13.11 Governing Law. This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement save that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.
- 13.12 Amendments. Any amendment must be in writing, must expressly state that it is amending this Agreement, and must be signed by both parties. For the avoidance of doubt, this Agreement shall govern the receipt of the Services to the Customer in respect of all Customer Domains.
- 13.13 Entire Agreement. Subject to Section 12.1(b), this Agreement sets out all terms agreed between the parties in relation to its subject matter and supersedes all previous agreements between the parties relating to the same. In entering into this Agreement neither party has relied on any statement, representation or warranty not expressly set out in this Agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- 13.14 Interpretation of Conflicting Terms. If there is a conflict between this Agreement and the terms located at any URL, this Agreement will take precedence.
- 13.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

14. Definitions.

14.1 In this Agreement unless expressly stated otherwise:

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

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

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

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

"Ads" means online advertisements displayed by Google to End Users.

"Agreement" means this Google Apps for Education Agreement.

"Brand Features" means the trade names, trademarks, Services 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 one party to the other party under this Agreement that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. 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. For the avoidance of doubt, the terms and conditions of this Agreement are Confidential Information.

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

"Customer Domain Names" means the following domain name owned or controlled by Customer, which will be used in connection with the Services: bris.ac.uk, bristol.ac.uk (or such other domain names notified to and approved by Google). Customer may provide the Services to any of its sub-domains (for example, if Customer Domain Name is "edu.com", a sub-domain may include "alumni.edu.com") without written approval from Google.

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

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

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

"End User Account" means a Google-hosted account provided to End Users through the Services for the purpose of enabling such End Users to use the Services.

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

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Google Privacy Policies" means: (a) the privacy notice located at <http://www.google.com/a/help/intl/en/admins/privacy.html>; and (b) the privacy policy located at <http://www.google.com/privacypolicy.html>, as such notice, policy or URLs may be updated from time to time by Google.



"Group Company" means in relation to each of the parties: (a) any parent company of that party; and (b) any corporate body of which that party directly or indirectly has control or which is directly or indirectly controlled by the same person or group of persons as that party.

"Help Centre" means the Google help centre 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 Services could lead to death, personal injury, or environmental damage.

"Intellectual Property Rights" means all copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

"Initial Term" means the term that begins on the Effective Date and continues for 5 years.

"Non-Google Apps Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. 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 Google 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 Google may provide from time to time.

"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.

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

"Services" means the Google Apps for Education Services provided by Google and used by Customer under this Agreement. The Services are described here: http://www.google.com/a/help/intl/en/users/user_features.html, or such other URL as Google may provide.

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

"Services Term" means Initial Services Term or the relevant Renewal Term as applicable.

"SLA" means the Services Level Agreement located here: <http://www.google.com/a/help/intl/en/admins/sla.html>, or other such URL as Google may provide.

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

"Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: <http://www.google.com/permissions/guidelines.html>, or other such URL as Google may provide.

"Third Party Request" 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.


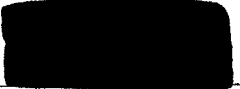
"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

"URL Terms" means those terms located at any URL referenced in this Agreement but excluding the Google Privacy Policies.

14.2 In this Agreement, the words "include" and "including" will not limit the generality of any words preceding them.

Signed by the parties on the dates shown below.

GOOGLE IRELAND LIMITED	CUSTOMER
Signature: 	Signature: 
Print name: OLWYN LONGMORE	Print name: T.C. Phillips
Contracts Administrator	
Google Ireland Limited	
Title:	Title: DIRECTOR OF IT SERVICES



Date:	Date: 5 March 2012
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