

## AMENDMENT TO GOOGLE APPS FOR EDUCATION AGREEMENT FOR GOOGLE APPS VAULT

The entity agreeing to these terms (“Customer”) and Google Inc. (“Google”) have entered into that certain Google Apps for Education Agreement (as amended to date, the “Agreement”). Customer has also entered into an Agreement for Google Services (“Contract”) with Horizon Info Services, LLC d/b/a Cumulus Global (“Cumulus Global”) as an authorized Google Apps Vault for Education Reseller.

As an attachment and part of the Contract, this Amendment (“Amendment”) is entered into by and between Customer and Horizon Info Services, LLC d/b/a Cumulus Global (“Cumulus Global”).

This Amendment is effective as of the date of the Contact signed by Customer and shall serve to amend the Agreement.

Capitalized terms not defined in this Amendment will have the meaning ascribed to them under the Agreement.

Payment, rates, invoicing, and other terms not defined in Agreement or in this Amendment are part of the Contract between Customer and Cumulus Global.

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Google Apps Vault. The following provision will be added to the Agreement:

“Google Apps Vault. If Customer purchases Google Apps Vault, the following additional terms apply:

- a. Retention. Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Google will have no obligation to retain any archived Customer Data.
- b. Initial Purchase of Google Apps Vault. At its initial purchase of Google Apps Vault, Customer agrees to purchase Google Apps Vault End User Accounts for all of its Staff who have Google Apps for Education End User Accounts. Customer may use Google Apps Vault for Students and Alumni at no charge.
- c. Additional Staff End User Accounts. After Customer has made its initial purchase of Google Apps Vault, if during any Services Term Customer adds at least 20% more Staff End User Accounts than it purchased previously during that Services Term, Customer agrees to purchase Google Apps Vault for those additional End User Accounts for the remainder of Customer’s then current Google Apps Vault Services Term. In addition, on each anniversary of the Billing Start Date, Customer agrees to purchase Google Apps Vault for any additional Staff End User Accounts it adds beyond those purchased previously, for the remainder of Customer’s then current Google Apps Vault Services

Term.”

2. Invoicing; Rates. The following provision will be added to the Agreement:

“Invoicing; Rates. If any of the Services are purchased for a Fee, the terms in this Section apply to those Services. On or after the Billing Start Date, Google will invoice Customer the following Fees for each applicable Service: in advance for the Monthly Charge, Annual Charge or Initial Term Charge (as applicable), all of which will be set forth in the Order Form.”

3. Terms; Fees. Section 9 (or the relevant Section pertaining to “Terms; No Fees”) of the Agreement will be replaced in its entirety with:

“9.1 Agreement Term. This Agreement will remain in effect for the Term.

9.2 Services Term and Purchases During Services Term. Google will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term.

9.3 Auto Renewal. At the end of each Services Term, the Services (and all End User Accounts previously purchased for a Fee) will automatically renew for an additional Services Term of twelve months. If either party does not want the Services to renew, then it must notify the other party in writing at least 15 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.

9.4 Fees. During the Initial Services Term, Google will not charge Customer Fees for the Services (other than for Google Apps Vault or paid storage, if applicable and purchased directly from Google). Upon the parties’ mutual written agreement, (a) Google may charge Customer Fees for the Services after the Initial Services Term and (b) Google may charge Customer Fees for a premium version of the Services or for optional functionality or enhancements that may be added to the Services by Google (such as Google Apps Vault or paid storage, if applicable).

9.5 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).

9.6 Revising Rates. For Services which Customer has purchased for a Fee, Google may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Services Term.”

4. Termination. Section 10.2 (or the relevant Section pertaining to “Other Termination”) of the Agreement will be replaced in its entirety with:

“10.2 Other Termination. Customer may terminate this Agreement for any reason (or no reason) with thirty days prior written notice to Google, provided, however, that Customer will remain obligated to pay any Fees for Services which Customer has purchased applicable to the remainder of the then-current Services Term for those Services.”

5. Limitation on Amount of Liability. Section 12.2 (or the relevant Section pertaining to “Limitation on Amount of Liability”) of the Agreement will be replaced in its entirety with:

“12.2 Limitation on Amount of Liability. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE GREATER OF: (I) ONE THOUSAND DOLLARS OR (II) THE AMOUNT PAID BY CUSTOMER TO GOOGLE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.”

6. Interpretation of Conflicting Terms. Section 13.14 (or the relevant Section pertaining to “Interpretation of Conflicting Terms”) of the Agreement will be replaced in its entirety with:

“13.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form (if applicable), the Agreement, and the terms located at any URL.”

7. Definitions:

- a. The following definitions are added to the Definitions section of the Agreement:

““Alumni” means graduates or former Students of Customer.

“Annual Charge” means the annual charge for the Services set forth in the Order Form (if applicable).

“Billing Start Date” means the date upon which Customer will begin paying Google for the Services (if applicable).

“Fees” means the amounts invoiced to Customer by Google for the Services (if applicable) as described in this Agreement.

“Initial Services Term” means the term for the applicable Services beginning on the Service Commencement Date and continuing for the “Current Services Term” set forth in the Order Form from the Billing Start Date (if an Order Form applies to the Services) or if no Order Form applies to the Services, for the term that begins on the Effective Date and continues for 1 year, unless otherwise agreed upon by the parties.

“Initial Term Charge” means the charge for the Services for the Initial Services Term (excluding any applicable one time fees), as set forth in the Order Form (if applicable).

“Monthly Charge” means the monthly charge for the Services set forth in the Order Form (if applicable).

“Order Form” means an order form, which is the written document provided by Google specifying the Services Customer will purchase from Google for a Fee (if any) under the Agreement. The Order Form will contain: (i) a signature block for Customer, or for both Customer and Google; (ii) applicable service SKUs; (iii) Fees (if applicable); and (iv) number of, and current Services Term for, any End User Accounts.

“Purchase Order” means a Customer issued purchase order.

“Services Term” means the Initial Services Term and all renewal terms for the applicable Services.

“Staff” means an individual (including any faculty) who is or has been employed by Customer. Any Student or Alumni who are also Staff are deemed Staff under this Agreement (and excluded from the Student or Alumni definition) if they have been employed by Customer within the last twelve months.

“Student” means an individual who has been registered for classes offered by Customer within the last twelve months.

“Taxes” means any duties, customs fees, or taxes (other than Google’s income tax) associated with the sale of the Services, including any related penalties or interest.”

b. The following definitions will be replaced in their entirety with:

““Agreement” means, as applicable either this Google Apps for Education Agreement, or the combination of an Order Form and this Google Apps for Education Agreement.

“Services” means the Google Apps for Education Services (and if applicable, the Google Apps Vault 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](http://www.google.com/a/help/intl/en/users/user_features.html), or such other URL as Google may provide.

“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 Services Term or (ii) the Agreement is terminated as set forth herein.”

8. Governing Law and Dispute Resolution. The governing law and dispute resolution provisions in the Agreement shall apply to this Amendment.
9. Miscellaneous. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern.