

# SERVICES CONTRACT FOR GOOGLE ENTERPRISE SERVICES

## 1. Services.

**1.1.** As a Google Apps Authorized Reseller and a Google Apps Security and Compliance Reseller, Horizon Info Services, LLC d/b/a Cumulus Global (“Reseller”), a Massachusetts Limited Liability Company with a principle address of 4 Bellows Rd, PO Box 1129, Westborough, MA 01581-6129, will provide to Customer each service specified in Attachment 2: Service Selection (the “Services”). Within three (3) business days of the date on which this services contract (“Contract”) is signed by both parties, the Services will be provisioned for Customer (“Provisioning”), unless otherwise agreed to by the parties, and Customer shall thereafter be able to complete the process for activating Customer’s account. The right to modify the Services is hereby reserved, at no additional cost to Customer, with the objective of providing Customer with equal or enhanced Services.

**1.2.** If Customer is purchasing any additional Google services, these additional services shall be made available only for so long as Customer has an active services contract for Google Apps or Google Postini Services (the “Email Services”), unless otherwise agreed upon in writing.

**1.3 Data Transfer.** As part of providing the Service, Reseller or Google may 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.

**1.4. Customer Domain Name Ownership.** Prior to providing the Services, Reseller or Google may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Reseller and Google will have no obligation to provide Customer with the Services.

**1.5. Ads.** The default setting for the Google Apps Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console, which constitutes 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. Ads will comply with the AdWords Guidelines. Except as stated otherwise under this Agreement, Google will neither contact the End Users directly through email, nor authorize a third party to contact the End Users directly by email, for advertising purposes. If Google is authorized to serve Ads, any revenue generated from the display of Ads will be retained by Google and will not be subject to any revenue sharing.

**2. Fees and Billing.** Reseller will bill Customer for the Services as specified in Attachment 2: Service Selection. Reseller will bill Customer interest on delinquent accounts not in Dispute, as defined in Section 12, at the rate of 1.5% per month, or 18% per annum, or the highest rate allowed by law, whichever is less.

**3. Term.** The initial term of this Contract shall be twelve (12) months (the “Initial Term”) from the Service Initiation Date, defined as the date on which Provisioning is complete and the Services are available for use. At the end of the Initial Term,

this Contract shall be renewed automatically for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the “Term”), unless terminated by either party by providing the other party written notice at least thirty (30) days prior to the end of the applicable Term delivered in accordance with Section 19, “Notices”. Reseller may revise its rates (including, but not limited to, the fee per Mailbox/Unit) with at least forty five (45) days prior written notice to Customer, effective for the following Term.

**4. Termination.** Either party may suspend performance or terminate this Contract if: (i) the other party is in material breach of the Contract and fails to cure that breach within ten (10) days if the breach is for non-payment or thirty (30) days for any other breach after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Contract more than two times notwithstanding any cure of such breaches. If Customer terminates this Contract for a breach by Reseller following notice and opportunity to cure in accordance with this Section, Reseller shall refund to Customer any prepaid amounts applicable to the period following the effective date of termination. Other than as may be provided elsewhere in this Contract, such termination shall be Customer’s sole and exclusive remedy in case of a material breach of this Contract by Reseller.

**5. Customer Obligations.** During the term of this Contract, Customer shall have the following obligations, in addition to those set forth elsewhere in this Contract.

**5.1.** Customer is and will remain solely responsible for complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system, including but not limited to, obtaining any consent and/or acknowledgement from its employees and service providers (if applicable) in managing its electronic messaging system. Customer acknowledges and agrees that Reseller’s and Google’s responsibilities and liability do not extend to the internal management of Customer’s electronic messaging system and that Google is merely a data-processor and does not control and is not responsible for the management or administration of Customer’s electronic messages and/or its data.

**5.2.** Customer agrees that it shall not resell the Services or create or offer derivative versions of the Services either directly or through a third party.

**5.3.** The Services are for use with normal business messaging traffic only, and may not be used for any other purpose, including with machine generated message encryption and delivery. For each mailbox for which Customer will be routing email through the Services, Customer shall establish an email account in the Admin Console. Customer shall not allow more than five (5) alternative addresses/aliases for each email account established in the Admin Console and/or five (5) screen names for each Instant Messaging (“IM”) user registered in the Admin Console.

**5.4. IF CUSTOMER FAILS TO COMPLY WITH THE OBLIGATIONS SET FORTH IN SECTION 5.2 AND/OR**

SECTION 5.3, RESELLER SHALL INFORM CUSTOMER THEREOF AND RESERVES THE RIGHT TO SUSPEND THE SERVICES UNTIL SUCH FAILURE IS REMEDIED. NOTWITHSTANDING THE FOREGOING, THE FAILURE OF CUSTOMER TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THIS SECTION 5 MAY BE DEEMED A MATERIAL BREACH OF THIS CONTRACT.

**5.5. Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google or Reseller may automatically Suspend the offending use. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If Google or Reseller Suspend a Customer Account for any reason without prior notice to Customer, at Customer's request, Google or Reseller will provide Customer the reason for the Suspension as soon as is reasonably possible.

**5.6.** Customer acknowledges and agrees that it is solely responsible for compliance with the Acceptable Use Policy and 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 use of the Services by the Customer.

## **6. Warranty.**

**6.1.** If Customer is purchasing the Email Services, then Reseller warrants that the Email Services will meet the requirements set forth in the Service Level Agreement ("SLA") attached hereto as Attachment 1. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Reseller will provide the remedy set forth in the SLA.

**6.2.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RESELLER MAKES NO WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. Customer understands and acknowledges that there is no guarantee that all spam and all viruses will be eliminated and that legitimate electronic messages will not be occasionally quarantined as spam, and that the above warranty does not include any such promises. Further, disaster recovery features services are provided only up to the spooling level selected by the Customer, and if such spooling level is exceeded, messages may bounce back to the sender. THE SERVICE IS NEITHER NOR INTENDED FOR HIGH RISK ACTIVITIES. 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. Ownership.** The Services and all intellectual property rights relating to the Services are and shall remain the exclusive property of Google.

## **8. Confidentiality and Privacy.**

**8.1.** Reseller and Customer both acknowledge that in the course of this Contract, each party may have access to the other's Confidential Information. "Confidential Information," as used in this Contract, means information not generally known to the public, in written, oral or any other form, that a party designates

as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. For clarity, Customer's Confidential Information shall also include Customer's electronic messages that are subject to the Services.

**8.2.** The obligations of this Section 8 shall not apply to Confidential Information that (i) was in the possession of, or was rightfully known by a receiving party, without an obligation to maintain its confidentiality, prior to the time of disclosure; (ii) is or becomes generally known to the public without violation of this Contract; or (iii) is obtained by a receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality.

**8.3.** Each party agrees that during the Term of this Contract and for a period of two (2) years after the expiration of this Contract, it will not make any such Confidential Information available to any third party and will not use the other's Confidential Information for any purposes other than to exercise its rights and perform its obligations under this Contract. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract, and in any event each party shall exercise the same prudent practice in preserving this information as it does to preserve its own Confidential Information. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Contract pursuant to the order or requirement of a court or other governmental body, provided that the party required to make such disclosure gives prompt notice to the other party (where legally permissible) to enable it to contest such order or requirement.

**8.4. Archived Messages.** If the Services contain archiving functionality: (a) Google will retain the Customer emails subject to the Services for up to the period contained in the name of the Services, as set forth in the CSS; but only if (b) Customer renews the applicable Services with Google for each year of the retention period. The retention period will apply to all data archived under the Services. Customer's failure to renew the applicable Services during the retention period will terminate Google's obligation to retain Customer's corresponding emails or indexes, at which time Google will remove all data archived under the Services.

**8.5. Privacy.** Reseller will protect the privacy rights of Customer under all applicable laws and regulations. Customer consents to Reseller's access, monitoring, use or disclosure of Customer Data available to Reseller during administration of Customer Account and to Google providing Reseller with the ability to do so.

**9. Indemnity.** Reseller, at its expense, shall indemnify, defend and hold harmless Customer against any losses, costs and damages arising from a claim by a third party against Customer that Google's technology used to provide the Services, or any part thereof, infringe any U.S. intellectual property or proprietary rights of such third party or misappropriates any protected trade secret of such third party. Reseller's obligations under this Section 9 are subject to Customer providing Reseller with (i) prompt written notice of the claim, (ii) sole control over the defense or settlement (subject, in the case of settlement, to Customer's consent, which consent shall not be unreasonably withheld or delayed), and (iii) reasonable support and

cooperation with regard to the defense. In the event that Reseller's right to provide the Services is enjoined or in Reseller's reasonable opinion is likely to be enjoined, Reseller may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonably available, terminate this Contract without liability to Customer and refund to Customer any prepaid amounts applicable to the period following such termination. Notwithstanding the foregoing, in no event shall Reseller have any obligations or liability under this Section 9 arising from: (a) use of any Services in a modified form or in combination with materials not furnished by Reseller, and (b) any content, information or data provided by Customer. **THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS CONTRACT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

**10. Limitation of Liability.** EXCEPT REGARDING THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OR OPERATION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except regarding the indemnity obligations under Section 9, "Indemnity," in no event shall either party's liability for any damages hereunder exceed the amounts paid by Customer to Reseller during the twelve (12) month period prior to the event giving rise to liability.

**11. Assignment.** Either party may assign this Contract in its entirety, but not in parts, to its parent company, affiliate or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets but only if (a) the assignee agrees in writing to be bound by the terms of this Contract; and (b) the assigning party remains liable for obligations incurred under the Contract prior to the assignment. Any other assignment shall be null and void, except with the other party's prior written consent. This Contract and all obligations shall be binding upon and inure to the benefit of the parties' successors and lawful assignees.

**12. Governing Law and Dispute Resolution.** This Contract and any controversies arising out of or in relation to this Contract shall be governed by Massachusetts law, without giving effect to its principles of conflicts of law.

In the event of any dispute, controversy or claim between the parties arising out of or relating to the Contract, or the breach, termination or invalidity thereof (collectively, a "Dispute"), the parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of a Dispute is delivered by either party, then either party may pursue all of its remedies available pursuant to the Contract. The parties agree to attempt to resolve

all Disputes arising hereunder promptly, equitably and in a good faith manner. In the event any Dispute hereunder results in litigation, the parties agree that the venue for such litigation shall be conducted in the courts of the Commonwealth of Massachusetts.

**13. Severability.** If for any reason a court of competent jurisdiction finds any provision of this Contract invalid or unenforceable, that provision of the Contract will be enforced to the maximum extent permissible and the other provisions of this Contract will remain in full force and effect.

**14. Survival.** The rights and obligations of Reseller and Customer contained in this Section and in Section 8, "Confidentiality," Section 9, "Indemnity," and Section 10, "Limitation of Liability," shall survive any expiration or termination of this Contract.

**15. Waiver.** The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.

**16. Amendments.** Modifications and amendments to this Contract shall be invalid, unless made in writing that is signed by duly authorized officers of each party hereto.

**17. Force Majeure.** Reseller shall not be liable for any failure or delay in its performance under this Contract due to causes beyond its reasonable control including, without limitation, Domain Name Server issues outside the direct control of Reseller and/or its supplier, instant messaging issues or Internet disturbance outside of the direct control of Reseller and/or its supplier, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

**18. No Agency. No Third Party Beneficiaries.** The parties are independent contractors, and this Contract does not create an agency, partnership or joint venture. There are no third party beneficiaries to this Contract.

**19. Notices.** All notices required to be sent under this Contract must be in writing and shall be sent to Customer at the address specified on the Reseller Service Schedule and to Reseller at the address below.

If via US Mail:

Horizon Info Services  
d/b/a Cumulus global  
PO Box 1129  
Westborough, MA 01581-6129

If via overnight courier:

Horizon Info Services LLC  
d/b/a Cumulus Global  
4 Bellows Road, Suite G  
Westborough, MA 01581

Notices shall be deemed to have been given upon (i) the date actually delivered, (ii) the date transmitted via fax with confirmation of receipt thereof (iii) the business day after the date sent by overnight courier or (iv) three (3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.

**20. Counterparts.** This Contract may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery shall constitute a single instrument.

**21. Complete Agreement.** This Contract, including Attachment 1: Service Level Agreements and Attachment 2: Service Selection, is intended as the complete and exclusive statement of the terms of the agreement between the parties and shall supercede and replace any previous or contemporaneous written or oral agreement, warranty, representation or understanding. The terms located at a URL and referenced in this Contract are hereby incorporated by this reference. If there is a conflict between the documents that make up this Contract, the documents will control in the following order: the Contract, and the terms located at any URL.

## 22. Definitions.

- “**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](http://www.google.com/a/help/intl/en/admins/use_policy.html) or other such URL as may be provided by Google.
- “**Account Manager**” means the Reseller business person working with Customer regarding Customer’s purchase of the Services.
- “**Admin Console**” means the online tool provided by Reseller to Customer for use in reporting and certain other administration functions.
- “**APIs**” means the Google APIs listed here: <http://code.google.com/apis/apps/overview.html> or other such URL as may be provided by Google.
- “**API Terms of Use**” means the terms of use here: [http://www.google.com/a/help/intl/en/admins/api\\_terms.html](http://www.google.com/a/help/intl/en/admins/api_terms.html) or other such URL as may be provided by Google.
- “**Brand Features**” means the trade names, trademarks, 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 Contract that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer’s Confidential Information.
- “**Customer Account**” means Google-hosted accounts provided to Customer through the Services for the purpose of enabling such Customer to use the Service.
- “**Customer Data**” means data, including email, provided, generated, transmitted or displayed via the Services by Customer.
- “**Customer Domain Names**” mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Page.
- “**Customers**” means the individuals Reseller permits to use the Services.
- “**Domain Service**” means a service provided by Reseller to Customer purely for Customer’s convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).
- “**Domain Service Terms**” means the terms at: [http://www.google.com/a/help/intl/en/admins/domain\\_service\\_terms.html](http://www.google.com/a/help/intl/en/admins/domain_service_terms.html), or other such URL as may be provided by Reseller or Google.
- “**Emergency Security Issue**” means either: (a) a Customer’s use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Reseller or Google network or servers used to

provide the Services; or (b) unauthorized third party access to the Services.

- “**Fees**” means the amounts invoiced to Customer by Reseller for the Services as described in an Order Page.
- “**Help Center**” means the Google help center accessible at <http://www.google.com/support/> or other such URL as may be provided by Google.
- “**High Risk Activities**” means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.
- “**Intellectual Property Rights**” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- “**Notification Email Address**” means the email address designated by Customer to receive email notifications from Reseller. Customer may change this email address through the Admin Console.
- “**Order Page**” means Reseller’s Attachment 2 which Customer completes in signing up for the Services, and which contains: (i) the Service being ordered; (ii) Fees; (iii) number of, and Initial Term for, Customer Accounts; (iv) a valid credit card; and (v) Customer Domain Names.
- “**Privacy Notice**” means the privacy notice located at <http://www.google.com/a/help/intl/en/admins/privacy.html> or other such URL as may be provided by Google.
- “**Privacy Policy**” means the terms at <http://www.google.com/a/help/intl/en/users/privacy.html> or other such URL as may be provided by Google.
- “**Service**” means the Google Apps Message and Collaboration services provided by Reseller and used by Customer under this Contract. The Services are as 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 other such URL as may be provided by Google.
- “**Service Commencement Date**” is the date upon which Reseller makes the Services available to Customer, and will be within three (3) days of Reseller’s receipt of the completed Order Page, unless otherwise agreed by the parties.
- “**Service Pages**” mean the web pages displaying the Services to Customer.
- “**SLA**” means the Attachment 1.Service Level Agreement attached hereto.
- “**Start Page**” for Customers who signed up for Services prior to February of 2009, means the Google-hosted web page provided through the Start Page Service.
- “**Start Page Service**” for Customers who signed up for Services prior to February of 2009, means the service that provides a Google-hosted web page for End Users, and which enables some customization by Customer and some customization by End Users.
- “**Start Page Terms of Service**” for Customers who signed up for Services prior to February of 2009, means the terms of service located at the following URL: [http://www.google.com/a/help/intl/en/admins/startpage\\_terms.html](http://www.google.com/a/help/intl/en/admins/startpage_terms.html), or other such URL as may be provided by Google, and which terms govern Customer’s use of the Start Page Service.
- “**Suspend**” means the immediate disabling of access to the Service, or components of the Service, as applicable, to prevent further use of the Service.

- “**Taxes**” means any duties, customs fees, or taxes (other than Reseller’s income tax) associated with the sale of the Services, including any related penalties or interest.
- “**Term**” the term of the Agreement will begin upon the Effective Date and continue for as long as Customer is receiving Services from Reseller, unless terminated earlier pursuant to the Agreement.
- “**Third Party Request**” means a request from a third party for records relating to a Customer’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 Customer permitting the disclosure.
- “**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 may be provided by Google.
- “**TSS**” means the technical support services provided by Reseller or 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 applicable Services. TSS Guidelines are at the following URL:<http://www.google.com/a/help/intl/en/admins/tssg.html> or other URLs as may be provided by Google.
- “**URL Terms**” means the “SLA” and “Services” definitions, and other terms with which Customer must comply, which are referenced in this Contract.

## Attachment 1: Service Level Agreements

### Google Apps Premier Edition

The Service Level Agreement for Google Apps Premier Edition is available at the following URL: <http://www.google.com/apps/intl/en/terms/sla.html>, or other such URL as may be provided by Google.

### Google Postini Services

This Service Level Agreement applies to Google Message Security and Google Message Discovery (aka Postini) services when provisioned as an independent service.

#### 1. Service Availability Commitment.

The Email Services shall be operational at least 99.999% of the time in any given month during the term of the Contract, meaning that the Outage Percentage (as defined below) in such given month shall be not more than 0.001%. An outage (“Outage”) means that Google fails to apply filtering in accordance with Customer’s configuration selection. Outage does not include service suspension (i) for reasons outside of Google’s sphere of control (as described in Section 4 of this SLA) or (ii) during times of scheduled maintenance (as described in Section 5 of this SLA). If a dispute arises about whether or not an Outage occurred, Google shall make a determination in good faith based on its system logs, monitoring reports and configuration records, which Google shall make available for auditing by Customer at Customer’s request. If one or more Outages occur in a given month, the total duration of such Outages during such month, expressed as a percentage of the total time during such month, shall be the outage percentage (the “Outage Percentage”).

#### 2. Outage Reporting Process.

Customer must inform Reseller’s Customer Support Department in writing or by email within ten (10) days of the time it first notices an Outage or first believes that there has been an Outage. Failure to comply with this requirement will forfeit Customer’s right to receive a remedy for the Outage as described in Section 3 of this SLA.

#### 3. Remedy.

If an Outage occurs, and if Customer has fulfilled all of its obligations under the Contract and none of the exceptions in Section 4 of this SLA applies, Customer shall have the following sole and exclusive remedy: Reseller will provide Customer with a pro-rata credit on Customer’s fee for the month in which the Outage occurred. The pro-rata credit shall be calculated by multiplying the Outage Percentage with Customer’s total monthly fee in the month during which the Outage occurred. Furthermore, if Customer experiences one (1) or more Outage in each of three (3) consecutive calendar months and/or three (3) or more Outages in any period of thirty (30) consecutive days, Customer can terminate the Contract for cause upon thirty (30) days prior written notice.

#### 4. Exceptions.

Customer shall not have any remedies under the Contract, including this SLA, in connection with any circumstance addressed in Section 17, “Force Majeure” of the Contract.

#### 5. Scheduled Maintenance.

From time to time, Google performs scheduled maintenance, including maintenance at the third party data centers at which the Email Services are hosted and maintenance on Google’s servers and software. Google’s architecture is designed to enable Google to provide scheduled maintenance in a manner designed not to interrupt Customer’s receipt of the Email Services. In all cases where maintenance will be performed, Customer will be informed at least 48 hours in advance. Google will make all reasonable attempts to ensure that scheduled maintenance that affect the availability of the Email Services for more than thirty (30) minutes is performed between 12:00 a.m. and 5:00 a.m. Pacific Time, Monday through Friday (excluding U.S. holidays), or between 12:00 p.m. and 5:00 a.m. Pacific Time on Saturday, Sunday and U.S. holidays.