Google Apps Education Edition Agreement

This Google Apps Education Edition Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and UNIVERSITY OF HAWAI'I, a public body corporate and State agency formed under the laws of the State of Hawai'i with an address at 2532 Correa Road, Honolulu, HI 96822 ("Customer"). This Agreement will be effective as of the date signed by Google below (the "Effective Date"). This Agreement governs Customer's access to and use of the Service.

1. Services.

1.1 Generally. Google will provide the Services to Customer during the Term of this Agreement. Google will provide Customer with a password and an Admin Account to use for administering the End User Accounts, and other relevant features of the Service, if applicable. Customer may use the Services to: (a) provide End User Accounts to its End Users; and (b) administer End User Accounts through the Admin Console.

1.2 Facilities. 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.

1.3 Modifications.

a. To the Services. Google may make commercially reasonable modifications to the Service, or particular components of the Service, from time to time. Google will use commercially reasonable efforts to notify Customer of any such changes.

b. To Applicable Terms. If Google makes a material change to the URL Terms, then Google will notify 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 Center 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 term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

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

1.5 Privacy Policies. Google will comply with the Customer Privacy Notice and the End User Privacy Notice. Changes to these notices will be made as stated in the applicable notice.

1.6 Ads.

a. Default Setting. 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, 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.

b. Generally. 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.

c. Selectively Showing Ads. If Customer chooses to separate different classifications of End Users by domain, then Customer must enable the serving of Ads to Alumni. If Google provides the capability for Customer to show Ads only to particular sets of End Users, then Customer must enable Google's serving of Ads to End Users who are not Students or Staff.

1.7 Data Transfer. As part of providing the Service, Google may store and process (a) Login Data in any country in which Google or its agents maintain facilities; (b) Gmail Data only in the United States and (c) Customer Data- excluding Login Data and Gmail Data- only in the United States or the European Union.

2. Customer Obligations.

2.1 Compliance with the Agreement. Customer will comply with the Acceptable Use Policy and the Agreement, and will use commercially reasonable efforts to ensure its End Users do the same. Google may make additional applications, features or functionality available from time to time through the Service, the use of which may be contingent upon Customer's agreement to additional terms. Customer agrees that its use of the APIs or the Domain Service is subject to its compliance with the API Terms of Use, or Domain Service Terms, as applicable.

2.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names. Google reserves the right to be copied on emails sent to these aliases for Customer Domain Names.

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 the Admin Account and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account; (b) designating those of its employees who are authorized to access the Admin Account; and (c) ensuring that all activities that occur in connection with the Admin Account comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of Customer's electronic messaging system or messages and that Google is merely a data-processor.

2.4 Privacy. Customer agrees to protect the privacy rights of its End Users under all applicable laws and regulations. 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 consent from all End Users to Customer's access, monitoring, use or disclosure of this data, and to Google providing Customer with the ability to do so. Customer is responsible for obtaining any necessary authorizations from End Users to enable Google to provide the Services.

2.5 Unauthorized Use. Customer will use all commercially reasonable efforts to prevent unauthorized use of the Service, 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.

3. Requesting End User Accounts; Service Term.

3.1 Requesting End User Accounts. Customer may request End User Accounts by: (i) requesting them online; or (ii) after the Service Commencement Date, contacting Google support personnel.

3.2 Service Term. The initial term for the Service is four years, and will begin on the Service Commencement Date. End User Accounts requested after the Service Commencement Date will have a prorated term ending four years from the Service Commencement Date.

3.3 Auto Renewal. After the initial term, the Service term will automatically renew for consecutive twelve month renewal terms. If Customer does not want to renew either the initial term or any renewal term, then it must tell Google sixty days prior to the end of the applicable term.

3.4 No Fees. Google may charge a fee for the Services after the initial term, and may charge a fee for new functionality or optional enhancements that may be added by Google to the Service. Google may also offer a premium version of the Services for a fee. Prior to Google charging Customer as stated in this section, Google and Customer will negotiate either a new agreement or an amendment to this Agreement.

3.5 Service Use. Customer has no obligation to use the Services and may cease using the Services at any time for any reason (or no reason).

4. Technical Support Services.

4.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Service. Customer will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalation to Google.

4.2 By Google. If Customer cannot resolve a support issue, then Customer's Administrators may escalate the issue to Google in accordance with the applicable TSS Guidelines. Google will respond in accordance with the applicable TSS Guidelines.

5. Suspension.

5.1 Of End User Accounts By Customer. If Customer becomes aware of an End User's violation of the Agreement, unless Google agrees otherwise in writing (including by email), Customer may Suspend the applicable End User Account. The duration of any Suspension will be until the applicable End User cures the breach giving rise to such Suspension. Customer may Suspend its End Users for its own reasons.

5.2 Of End User Accounts by Google. If Customer fails to Suspend an End User Account pursuant to Section 5.1 above, then Google may specifically request that Customer do so. If Customer fails to comply with Google's request to Suspend an End User Account, then Google reserves the right to do so. The duration of any Suspension by Google will be until Google is reasonably satisfied that the applicable End User has cured the breach which caused the Suspension.

5.3 Of the Services by Google. If: (i) Customer materially violates this Agreement; (ii) Google provides Customer with commercially reasonable notice of this violation (which may be by email to the Notification Email Address); (iii) Google uses commercially reasonable efforts to discuss and resolve the violation with Customer; and (iv) despite the foregoing, the violation is not resolved to Google's reasonable satisfaction, then Google reserves the right to Suspend administrative access to the

Service, or to particular components of the Service. If, after all of the foregoing, Customer still has not cured a violation within thirty days of the commencement of a suspension under this Section, then Google may immediately terminate the Services for cause.

5.4 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google 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 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.

6. Confidential Information.

6.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

6.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

6.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

6.4 The Admin Tool and Third Party Requests.

a. Admin Tool. Google will provide the Admin Tool only as a part of providing the Service. Customer misuse of the Admin Tool is considered a material breach of the Agreement.

b. Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, unless it is prohibited by law or by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact Google only if it is insufficient for Customer's needs.

7. Intellectual Property Rights; Brand Features.

7.1 Intellectual Property Rights. 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. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

7.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer, and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. If Customer wants to display Google Brand Features in connection with the Services, Customer will comply with the Trademark Guidelines.

7.3 Brand Features Limitation. Each party may use the other party's Brand Features only as permitted in this Agreement. Any use of a party's brand features will inure to the benefit of the party holding intellectual property rights to 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.

8. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) alter the Service Pages; (b) alter information transmitted through the Services to End Users (except as required to comply with the terms of this Agreement or commercially reasonable internal policies of Customer); (c) share content or documentation provided by Google to Customer as a part of Google's provision of the Services with any third party; (d) except as expressly authorized in the Agreement, sell, resell, lease, or the functional equivalent, the Services to a third party; (e) attempt to reverse engineer the Services or any component of the Services; (f) attempt to create a substitute or similar service through use of, or access to, the Services; or (g) use the Services for High Risk Activities.

9. Publicity. Customer hereby consents to Google's inclusion of Customer's name in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent.

10. Representations and Disclaimers.

10.1 Representations. Each party represents that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Google warrants that it will provide the Services in accordance with the applicable SLA. To the extent that Google has access to "Education Records," it is deemed a "school official," as each of these terms are defined under FERPA, under this Agreement and will comply with its obligations under FERPA. Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

10.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. THE SERVICE IS NEITHER DESIGNED 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.

11. Termination.

11.1 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days 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 Agreement more than two times notwithstanding any cure of such breaches.

11.2 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately; (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 Service; (iii) after a commercially reasonable period of time, which shall be not less than six months, Google will delete Customer Data pursuant to the Customer Privacy Notice; and (iv) upon request each party will promptly return or destroy all other Confidential Information of the other party.

11.3 Other Termination. After the initial term for the Services, either party may terminate this Agreement for convenience upon nine months prior written notice to the other. Additionally, Google may terminate this Agreement if it reasonably determines that it is commercially impracticable to continue to provide the Services in light of applicable laws, to the extent these laws have changed after the execution of this Agreement, provided that Google will continue to provide the Services through the then-current term, unless otherwise agreed to by Customer.

12. Indemnification.

12.1 By Customer. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's, or its End Users', use of the Services in violation of the Agreement. Google will reasonably assist Customer in presenting click-though terms to its End Users, if Customer would like to pass through certain of its obligations under this section to its End Users. If Customer is prohibited by applicable law from providing all or part of the indemnity set forth above, then the indemnity above will not apply and Customer will require each End User, before accessing the Services, to indemnify Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding that End User's: (i) Customer Data; or (ii) use of the Services in violation of the Agreement.

12.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

12.3 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (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 impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of the Services.

12.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. Limitation of Liability.

13.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

13.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN ONE THOUSAND DOLLARS.

13.3 Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

14. Miscellaneous.

14.1 Notices. All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

14.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

14.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

14.4 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, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

14.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

14.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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

14.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

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

14.10 Amendments. Any amendment must be in writing, executed by both parties, and expressly state that it is amending this Agreement.

14.11 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

14.12 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

14.13 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 Agreement, and the terms located at any URL.

14.14 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

15. Definitions.

"Account Manager" means the Google business person working with Customer regarding Customer's purchase of the Services.

"Admin Account" means the administrative account provided to Customer by Google for the purpose of administering the End User Accounts. The use of the Admin Account 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.

"Admin Tool" means online tools or APIs, or both, provided by Google to Customer to be used by Customer in connection with Customer's administration of the services to End Users, which may include, among other things, account maintenance, enforcement of Customer usage policies, and Third Party Requests.

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

"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 other such URL as may be provided by Google.

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

"AdWords Guidelines" means the Google AdWords Editorial Guidelines located at https://adwords.google.com/select/guidelines.html or other such URL as may be provided by Google.

"Alumni" means graduates or former Students of Customer.

"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 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 Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users. Customer Data includes any Personally Identifiable Information, as defined in FERPA, of Customer or End Users provided, generated, transmitted or displayed via the Services by Customer or End Users.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified when Customer signs up for the Service.

"Customer Privacy Notice" means the privacy notice located at http://www.google.com/a/help/intl/en/admins/privacy.html or such other URL as Google may provide from time to time.

"Domain Service" means a service provided by Google 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, or other such URL as may be provided by Google.

"Emergency Security Issue" means either: (a) an End User's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other End Users' 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 individuals associated with Customer to whom customer chooses to give End User Accounts. This group may include, but is not limited to Students, Former Students, Alumni, Staff, and Volunteers.

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

"End User Privacy Notice" means the privacy notice located at http://www.google.com/apps/intl/en/terms/user_privacy.html or such other URL as Google may provide from time to time.

"FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.

"Gmail Data" means e-mail message data provided, generated, transmitted or displayed, specifically via the GMail application of the Services by Customer or End Users.

"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.

"Login Data" means the username and password information entered by Customer End Users in order to use the Services.

"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.

"Service" means the Google Apps Education Edition 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.

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

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

"SLA" means the Service Level Agreement here: http://www.google.com/a/help/intl/en/admins/sla.html or other URL as updated by Google from time to time.

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

"Staff" means an individual who has been employed by Customer within the last twelve months.

"Start Page" means the Google-hosted web page provided through the Start Page Service.

"Start Page Service" 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" means the terms of service located at the following URL: 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.

"Students" 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.

"Term" the term of the Agreement will begin upon the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement.

"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.

"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 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 URLs: http://www.google.com/a/help/intl/en/admins/tssg.html and http://www.postini.com/supportinfo, or such 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 located at a URL and referenced in this Agreement.

"Volunteers" means an individual recognized by Customer as, while unpaid and not an employee, is nonetheless a bona fide representative of Customer performing services in furtherance of its education or non-profit objective, during the time the individual is acting in this capacity.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the date signed by Google below.

Google Inc.

Nikesh Arora
President, Global Sales and Business Development
Google Inc.

ature: 2010.06.21 18:01:47 -07'00'

Customer: UNIVERSITY OF HAWAI'I

By: _____
(Authorized Signature)

David Lassner
(Print Name)

Title: Vice President for IT and CIO

Date: June 21, 2010

Legal Dept MST Google