



CDW Customer Service Order Form
Google G-Suite Services – Enterprise for Education (“GSEfE”)

Seller: CDW Direct, LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: 1972347 - Bricks School
Subscription Term Start Date: Upon Service Activation

Google G-Suite Services	Licensed User Quantity	Initial Subscription Term	Yearly Service Fee Per User	Total Annual Service Fee
G Suite for Education	1185	Annual*	\$24.00	\$28,440.00
Select a service		Annual*	\$	\$

*Upon expiration of the Initial Subscription Term, the term will automatically renew on a month-to-month basis (each additional monthly term will be referred to as a “Renewal Term”) unless Customer cancels the Google Apps Services as set forth below.

Google Service Add-Ons	Quantity	Initial Subscription Term	Monthly Service Fee Per Unit	Total Monthly Service Fee
n/a		__ Months	\$ _____	\$ _____

Customer Provisioning Information:	
Customer Technical Contact:	
Phone #	
Email Address	
Alternate Email Address	
Google App Domain	

Initial Subscription Term Fee Total: \$28,440.00

Terms:

- TERMS AND CONDITIONS** - Customer’s obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller’s website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer’s purchase of products and services from Seller (“Existing Customer Agreement”), in which case Customer’s obligations shall be subject to the terms of such Existing Customer Agreement.
- PAYMENT** – Customer will pay all Fees (as defined herein) for the use of the Google G-Suite Services as set forth in Seller’s invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google G-Suite Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google G-Suite Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google G-Suite Services purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google G-Suite Services and all additional fees due hereunder are collectively referred to as “Fees”.
- ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Google G-Suite Services over the next twelve (12) months (the “Add-On Order(s)”) will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google G-Suite Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google G-Suite Services on behalf of Customer.



- 4. **CANCELLATION** - If Customer wants to cancel the Google G-Suite Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer’s notice of cancellation is not received in a timely manner, the Google G-Suite Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Google G-Suite Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Google G-Suite Services prior to cancellation.
- 5. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Google G-Suite Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
- 6. **NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth above, the Google G-Suite Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
- 7. **GOOGLE REQUIRED TERMS:**
 - (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google G-Suite Services.
 - (b) Customer will either accept the Google TOS prior to accessing or using the Google G-Suite Services, or hereby expressly authorizes Seller to accept the Google TOS on Customer’s behalf.
 - (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer’s behalf, and Customer is the controller of any such data, as the terms “controller”, “processed”, “processor” and “personal data” are defined in the EU Directive;
 - (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
 - (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
 - (f) Google will only provide customer support in accordance with the Google TOS.
- 8. **G-SUITE ENTERPRISE FOR EDUCATION PROMOTIONAL:**
 - (a) For Customers that purchase GSEFE (a) during 2018, and (b) for Customer’s entire faculty and staff (with the proper Faculty/staff to student ratio** (“Promotional Offering Requirements”), Seller will offer the GSEFE Services to Customer at the special introductory per User Fee set forth in the table above (“Introductory Fee”). If Customer continues to meet the Promotional Offering Requirements in each subsequent Renewal Term, Seller will continue to offer the Introductory Fee to Customer during the next two consecutive Renewal Terms. Thereafter, Seller’s then-current per User Fee will apply.
 - ** Faculty and staff are defined as any individual that is full-time or part-time faculty and staff at the educational institution (student workers and graduate assistants are excluded).
 - ** The number of Faculty/staff User licenses to student User license ratio must be 1:10 or less.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google G-Suite Services directly from Google, Inc. (“Google”) pursuant to Google’s standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google G-Suite Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____
Name: _____
Title: _____
Date: _____