

# Supplemental Terms & Conditions for 2021 CloudReady Offer

These Supplemental Terms & Conditions for 2021 CloudReady Offer (“**Trial Terms**”) are an addendum to the CloudReady Terms of Service and License Agreement, attached as Exhibit A (the “**CloudReady Agreement**”), and apply to the Eligible Participant’s participation in the 2021 CloudReady Offer (the “**Offer**”), as detailed below. Capitalized terms not defined in these Trial Terms have the meanings given to them in the CloudReady Agreement.

## Conditions

### 1. Eligibility

- This Offer is available to non-government and non-government affiliated enterprises, K-12 schools, districts, consortia\*, and Higher Education organizations in territories where Chrome Enterprise Upgrade (or Chrome Education Upgrade for educational bodies), collectively “**CEU**”, is [approved](#) for use by Google (each an “**Eligible Participant**”). \*A consortia is defined as an entity (Association, Dioceses, etc.) that may combine member school purchases for joint qualification of services.
- Eligible Participants must be pre-qualified by a CloudReady representative, and purchase a minimum of 5 and maximum of 500 annual or perpetual CEU licenses during the Promotional Period, to receive one free annual trial CloudReady license for each CEU license purchased, subject to availability and these Trial Terms. Each Eligible Participant may only take advantage of this Offer once during the Promotional Period.
- The CloudReady Agreement applies to use of CloudReady licenses.

### 2. Promotional Period

- The Offer is available from April 8, 2021 through December 31, 2021, or while available supplies last (the “**Promotional Period**”). The Promotional Period may be extended at Google's discretion.
- The free CloudReady trial starts when the Eligible Participant receives the trial CloudReady SKU (“**Trial Start Date**”) and ends on the earlier of: (i) one year from the Trial Start Date, or (ii) when the Eligible Participant transfers their CEU license to a Chromebook (subject to the [Deprovision Policy](#)) (“**Trial End Date**”).
- Proof of purchase for CEU orders will be confirmed through domain cross-check.

### **3. Communications**

- Eligible Participants may receive periodic communications from Google at the contact information submitted/linked during the Offer sign up, such as training and on-boarding materials, and updates. Eligible Participants can stop receiving email communications by opting out via the unsubscribe link in the emails. Eligible Participants can revoke consent to receiving phone communications by informing Google directly during a call. Personal data handled by Google is subject to [Google's Privacy Policy](#).

### **4. Conclusion of the Free Trial**

- On the Trial End Date, Eligible Participants will no longer have access to the free CloudReady offering.
- Anytime prior to the Trial End Date, Eligible Participants may contact [CloudReady Support](#) (i) to renew their CloudReady licenses for a fee in order to maintain access to CloudReady, or (ii) migrate their CEU licenses to Chromebooks (devices must be purchased separately, and are not included in this Offer).
- Eligible Participants may contact [CloudReady Support](#) before the Trial End Date to terminate the CloudReady trial.

### **5. Miscellaneous**

- Sections 3, 4, and 5 will survive any expiration or termination of these Trial Terms. If the Trial Terms and the CloudReady Agreement conflict, the terms of the Trial Terms will govern the conflict. These Trial Terms and the CloudReady Agreement may be updated without notice.
- These Trial Terms are governed by California law, any disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and you consent to personal jurisdiction in those courts.

## EXHIBIT A

### CloudReady Agreement

Before you receive your CloudReady licenses, you must read and agree to the following provisions:

#### **License Grant and Restrictions**

Subject to your compliance with this Terms of Service and License Agreement (“Agreement”) and the payment of any fees for the CloudReady operating system (the “OS”) set forth in a purchase order or equivalent document referencing this, Neverware, Inc. (“Neverware”) hereby grants you a royalty-free, limited, non-exclusive, revocable, non-transferable license to use the OS solely on devices you own, control, or are empowered to own or control in your ordinary course of business. Neverware may, in its sole discretion, modify the OS, any related documentation (if applicable), or any elements thereof from time to time in its sole discretion.

You may not (i) repackage the OS or any of its elements on a stand-alone basis, (ii) incorporate OS elements into any other product or offering, (iii) sell, resell, rent, lease or otherwise provide access to the OS except as expressly described above and/or in your purchasing document or documents, (iv) share any results of testing of the OS with any third party without Neverware’s prior written consent, or (v) isolate or extract elements of the OS for any purpose. Except as expressly permitted by applicable law, you may not yourself or through others reverse engineer, decompile, disassemble or attempt to derive the source code of the Software.

#### **Model Compatibility and OS Functionality**

I have reviewed Neverware's policy on, and list of, [CloudReady certified models](#) and the related notes for each model’s particular supported functionality linked on that page under “Detailed Model Information”. I acknowledge that no functionality of any kind is guaranteed, and no support will be provided, for CloudReady running on models unless they are on the list referenced above and they meet all other conditions for certification detailed there, including having 2 GB of RAM or more and being installed with a supported CloudReady image. For each certified model, I further agree that “Certified until...” dates, and the information inside linked “Detailed Model Information” documents, will apply to my models.

#### **Features and Exceptions**

I have reviewed Neverware’s documents on what [hardware features are supported](#), as well as the [technical and management differences](#) between CloudReady and Chromebooks. I understand the differences between CloudReady and Chromebooks detailed there, and I acknowledge that CloudReady will not provide any functionality explicitly mentioned there as not working.

## **Installation and Data Erasure**

I acknowledge that, upon receipt of necessary installation materials, my organization will be responsible for installing CloudReady. I understand that installing CloudReady will erase ALL existing documents, software, and operating systems from computers, and that none of that information will be recoverable after installation has begun. I agree that Neverware bears no responsibility for recovering erased data, removing CloudReady, or installing any other operating system on devices.

## **Licensing**

I understand that CloudReady licenses ensure *compatibility* with Google's Chrome Device Management, but that [Chrome Device Management licenses carry a separate cost](#). Further, I understand that the ability to transfer Google Device Management licenses between devices is governed by [the Google Deprovision Policy](#) that is different from CloudReady's unrestricted transferability policy.

## **Privacy**

I understand that my organization's use of CloudReady and related Neverware products is subject to the [Neverware privacy policy](#).

## **Changes to this Agreement**

Neverware may update this Agreement with clarifications, new information, or changes to these terms at any time. Any such changes will be effective immediately. When we make changes to this Agreement, Neverware will notify your organization with an explanation of the changes in the form of email. Your ongoing use of Neverware products and/or services constitutes acceptance of these changes, as incorporated into this Agreement.