



Xinchi (Max) Gu
xig015@eng.ucsd.edu
24 February 2017

This offer supersedes and replaces any prior versions

Dear Xinchi,

Thank you for your interest in Google Inc.! We are delighted to offer you the exempt position of Software Engineer. If you have any questions about the contents of this letter, your recruiter will be happy to help you. We look forward to working with you!

Salary

You will receive an annual salary of \$135,000.00, which will be paid biweekly and subject to applicable payroll deductions and tax withholding. This salary is subject to periodic review.

Bonus Target

You are eligible to participate in the company discretionary bonus plan; your annual bonus target will be 15.0% of your base salary. The actual bonus amount could be larger or smaller than this amount, based on your performance, and the performance of the company. The exact bonus amount is at the sole discretion of Google. The components of your bonus are subject to periodic review.

Sign-On Bonus

Additionally, Google will pay you a one-time Sign-On Bonus of \$50,000.00, less applicable deductions and tax withholding, within thirty (30) days following your start date at Google. Should your employment with Google end within your first twelve months of employment, you agree to repay the Sign-On Bonus on a prorated basis. We encourage you to consult a tax professional for information on all current IRS reporting requirements.

Equity Compensation

Upon approval by Alphabet Inc.'s Board of Directors (the "Board"), you will be granted 390 restricted stock units ("GSUs"). Your GSUs will first vest 25% on the 25th day of the month following your one year anniversary of hire. Thereafter your GSUs will vest 1/48th monthly on the 25th of the month until fully vested. At the time of vest, the vested number of GSUs will convert to shares of Alphabet Inc. ("Alphabet") Class C stock. If the US financial markets are closed on a vesting date, shares will vest on the next trading day.

This award and all future equity awards are contingent and issued only upon approval by the Board, and are subject to the terms and conditions of applicable plan documents and award agreements. Vesting in GSUs is contingent on continued employment on the applicable vesting dates. Further details on the GSUs will be available to you shortly after your start date. Please be aware that this program and subsequent processes could be changed at any time, at the discretion of the Board.

Benefits

As a regular full-time employee you will be eligible for various benefits offered to similarly-situated Google employees in accordance with the terms of Google's policies and benefit plans. Among other things, these benefits currently include medical and dental insurance, life insurance, and a 401(k) retirement plan. You will be automatically enrolled in the pre-tax 401(k) plan at 10% into the plan's default investment fund (see the Plan's SPD for the latest information), which is a portfolio of stocks and bonds that gradually becomes more conservative as your year of retirement approaches. You will be able to change your deferral amount and fund allocation upon your hire. The eligibility requirements and other information regarding these benefits are set forth in more detailed documents that are available from Google. With the exception of the "employment at-will" policy discussed herein, Google may, from time to time in its sole discretion, modify or eliminate its policies and the benefits offered to employees.

Confidential and Proprietary Information

You are being offered employment at Google based on your personal skills and experience, and not due to your knowledge of any confidential, proprietary or trade secret information of a prior or current employer or an entity, such as a university or college. Should you accept this offer, we do not want you to make use of or disclose any such information or to retain or disclose any materials from a prior or current employer. Likewise, as an employee of Google, it is likely that you will become knowledgeable about confidential, trade secret and/or proprietary information related to the operations, products and services of Google and its clients. To protect the interests of both Google and its clients, all employees are required to read and sign the enclosed At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement documents as a condition of employment with Google. This agreement, which provides for arbitration of all disputes arising out of your employment, is enclosed for your signature.

Insider Trading

Google employees are subject to Alphabet's strict policy against insider trading, which prohibits, among other things, employees, contractors and temporary workers from trading Alphabet stock during certain time periods and engaging in any derivative transactions in Alphabet stock. It will be your responsibility to educate yourself regarding Alphabet's insider trading policies and to ensure you are in full compliance. If you have any questions about Alphabet's policy against insider trading, please contact Human

Resources.

Export Control

If an export control license is required in connection with your employment, this offer is further contingent upon Google's receipt of the export control license and any similar approvals. Your employment with Google will commence following receipt of such export control license and governmental approvals; and is conditioned upon your (a) maintaining your employment with Google, and (b) continued compliance with all conditions and limitations contained in such a license. If for any reason such export control license and governmental approvals cannot be obtained within six (6) months from your date of signature, this offer will automatically terminate and have no force and effect.

At-Will Employment

Please understand that this letter does not constitute a contract of employment for any specific period of time, but will create an "employment at-will" relationship. This means that the employment relationship may be terminated with or without cause and with or without notice at any time by you or Google. No individual other than the Chief Executive Officer of Google has the authority to enter into any agreement for employment for a specified period of time or to make any agreement or representation contrary to Google's policy of employment at-will. Any such agreement or representation must be in writing and must be signed by the Chief Executive Officer. Your signature at the end of this letter confirms that no promises or agreements that are contrary to our at-will relationship have been committed to you during any of your pre-employment discussions with Google, and that this letter, along with the At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, contain our complete agreement regarding the terms and conditions of your employment.

Next Steps

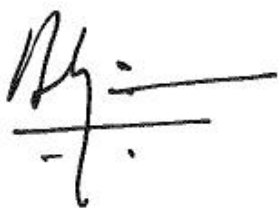
We look forward to an early acceptance of this offer. This offer will remain open for 5 (five) business days following your receipt of this letter and is contingent upon your start date no later than March, 2017. New Hire orientation is held every Monday (or Tuesday if Monday is a holiday). The number of spaces in each session is limited; please work with your recruiter to select an available start date that works for you.

Additionally, this offer and your employment are contingent upon satisfactory results from your background check and reference checks. In order for Google to comply with the Immigration Reform and Control Act, your employment with Google is contingent on your eligibility to work in the United States. Accordingly, you must provide Google with documentation of your identity and eligibility for employment in the United States; please bring such documentation on your first day. In addition, if you are working in the United States pursuant to a US visa status, please provide new or renewed evidence of your eligibility for employment before the expiration of your initial work authorization.

To indicate your acceptance of Google's offer, please electronically sign and date the offer letter copy and At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement at the URL link provided in the email. A duplicate original is enclosed for your record. You will receive an email regarding your new hire orientation 5 days prior to your start date. If you do not receive this email by the Thursday prior to your start, please send an email to newhire-orientation@google.com for information.

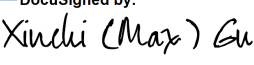
Xinchi, we look forward to working with you.

Sincerely,



Sundar Pichai
CEO
Google Inc.

I accept this offer of employment with Google and agree to the terms and conditions outlined in this letter.

DocuSigned by:

Xinchi (Max) Gu

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2/26/2017

Date

03/27/2017

Planned Start Date (Monday)

GOOGLE INC.

AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT

As a condition of my employment with Google Inc., its parent, subsidiaries, successors or assigns (together “Google”), and in consideration of my Google employment and receiving from Google confidential information and compensation, I agree to the terms of this At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (this “Agreement”):

1. At-Will Employment. MY GOOGLE EMPLOYMENT IS FOR AN UNDEFINED PERIOD AND IS AT-WILL EMPLOYMENT, WHICH MEANS IT MAY END AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE. NO AGREEMENT PROVIDING OTHERWISE IS PERMITTED OR VALID UNLESS IT IS IN WRITING AND APPROVED BY A VICE PRESIDENT OR SENIOR VICE PRESIDENT IN GOOGLE’S LEGAL DEPARTMENT.

2. Confidential Information.

(a) **Definition of Google Confidential Information.** “Google Confidential Information” means any information in any form that relates to Google’s business and is (i) a trade secret; (ii) proprietary information that does not legally constitute a “trade secret,” but is made Google’s property by contract in the form of this Agreement; or (iii) information that is otherwise legally protectable. Examples include, but are not limited to, Google’s non-public information that relates to its actual or anticipated business, products or services, research, development, technical data, customers, customer lists, markets, software, hardware, finances, Inventions (as defined below), and user data (i.e., any information directly or indirectly collected by Google from users of its services). The foregoing are only examples of Google Confidential Information. If I am uncertain as to whether any particular information or materials constitute Google Confidential Information, I shall seek written clarification from Google’s Legal Department.

Notwithstanding the definition set forth above, Google Confidential Information does not include information that I can show by competent proof: (i) was generally known to the public at the time of disclosure, or became generally known after disclosure to me; (ii) was lawfully received by me from a third party without breach of any confidentiality obligation; (iii) was known to me prior to receipt from Google; or (d) was independently developed by me or independent third parties without breach by me or any third party of any obligation of confidentiality or non-use.

(b) **Nonuse and Nondisclosure.** During and after my Google employment, I will hold all Google Confidential Information in strict confidence and trust. I will take all reasonable precautions to prevent any unauthorized use or disclosure of Google Confidential Information, and I will not (i) use Google Confidential Information or Google Property (as defined below) for any purpose other than for the benefit of Google in the scope of my employment, or (ii) disclose Google Confidential Information to any third party without the prior written authorization of Google. I agree that all Google Confidential Information that I use or generate in connection with my employment belongs to Google (or third parties identified by Google). I understand that my violation of this Section 2 may lead to disciplinary action, up to and including termination and/or legal action. Notwithstanding my confidentiality obligations, I am permitted to disclose Google Confidential Information that is required to be disclosed by me pursuant to judicial order or other legal mandate, provided that I have given Google prompt notice of the disclosure requirement and that I fully cooperate with any efforts by Google to obtain and comply with any protective order imposed on such disclosure. Additionally, I understand that nothing in this Agreement limits any right I may have to discuss terms, wages, and working conditions of employment, as protected by applicable law.

(c) **Former Employer Information / Definition of Google Property.** I will not use or disclose in connection with my Google employment or bring onto Google’s electronic or physical property, facilities, or systems (collectively, “Google Property”) any proprietary information, trade secrets, or any non-public material belonging to any previous employer or other party unless consented to in writing by such employer or party and Google.

3. Inventions.

(a) **Definition of Inventions.** “Inventions” includes inventions, designs, developments, ideas, concepts, techniques, devices, discoveries, formulae, processes, improvements, writings, records, original works of authorship, trademarks, trade secrets, all related know-how, and any other intellectual property, whether or not patentable, registrable, or protectable under patent, copyright, trade secret or similar laws.

(b) **Assignment of Inventions.** Except as provided in Section 3(e) below, Google Inc., or its designee, will have sole and exclusive ownership of all Inventions that I created, conceived, invented, developed, reduced to practice, or otherwise contributed to, solely or jointly with others, during my Google employment (including during my off-duty hours and whether or not in the course of my Google employment) that (i) are developed with the use of Google Property or Google Confidential Information, (ii) result from work performed by me for Google, or (iii) relate to Google’s business or actual or demonstrably anticipated research and development, and any intellectual property rights in the Inventions (the “Assigned Inventions”). Without further compensation, I will promptly disclose in writing to Google any Assigned Inventions and assign to Google my rights in any Assigned Inventions. I hereby irrevocably assign, and agree to assign, to Google Inc., or its designee, my rights in all Assigned Inventions. I understand

that this assignment is intended to, and does, extend to subject matters currently in existence, those in development, as well as those not yet in existence. All works of authorship made by me (solely or jointly with others) within the scope of and during my Google employment are “works for hire” as defined in the United States Copyright Act, and Google Inc. will be considered the author and owner of such copyrightable works. The decision whether or not to commercialize or market any Assigned Inventions is within Google’s sole discretion and for Google’s sole benefit, and I will not claim any consideration as a result of Google’s commercialization of any such Inventions. I agree to maintain for Google detailed and accurate written records of all Assigned Inventions that I make (solely or jointly with others) for Google.

(c) Prior Inventions. I list in Exhibit A all Inventions that I solely or jointly made before my Google employment, which belong to me and which are not assigned to Google (collectively, “Prior Inventions”). I agree that if I incorporate (or have incorporated) a Prior Invention into any Assigned Inventions, product, or service of Google, or use a Prior Invention in the scope of my employment, I hereby grant to Google a royalty-free, irrevocable, perpetual, transferable worldwide license (with the right to sublicense) to make, have made, use, import, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, to sublicense third parties with the same rights, and to otherwise exploit such Prior Invention.

(d) Securing Intellectual Property Rights. I agree to assist Google (or its designee) at Google’s expense to assign, secure, and enforce all intellectual property rights in any Assigned Inventions in any and all countries, by disclosing to Google all pertinent information and data, and signing any document that Google reasonably deems necessary. If Google is unable for any reason to obtain my signature to any document required to assign, secure, and enforce any intellectual property rights in any Assigned Inventions, then I hereby irrevocably appoint Google, its officers and agents as my agents and attorneys-in-fact to execute any documents on my behalf for this purpose. This power of attorney will be considered coupled with an interest and will be irrevocable. My obligations under this Section 3(d) will continue after my Google employment ends.

(e) Exception to Assignments. I have been notified and understand that the terms of this Agreement requiring disclosure and assignment of Inventions to Google do not apply to any invention that qualifies fully under California Labor Code Section 2870, which reads:

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer.**
- (2) Result from any work performed by the employee for the employer.**

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

While employed, I will advise Google promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and that I have not disclosed on Exhibit A for a confidential ownership determination.

4. Conflicting Employment.

(a) Other Employment or Activities. During my Google employment, I will not engage in any other employment or other business-related activity that (i) directly relates to the business in which Google is now involved, becomes involved, or has plans to become involved, or (ii) otherwise conflicts with Google’s business interest and/or causes a disruption of its operations without seeking and receiving express written permission in advance from Google’s Ethics and Compliance team.

(b) Prior Agreements with Other Parties. My compliance with this Agreement and the performance of my duties as a Google employee will not breach any invention assignment, proprietary information, confidentiality, or similar agreement with any former employer or other party.

5. Return of Google Property and Information.

(a) Return of Google Property and Information. Upon termination of my Google employment, I will not take with me or retain any documents or materials or copies thereof containing any Google Confidential Information. I agree to return all Google Property and Google Confidential Information (original, hard and electronic copies) in my possession on or before my last day of employment and will not keep, recreate, or deliver to any other party any Google Confidential Information or Google Property. If, at the time of termination, I have Google Confidential Information stored in my personal computer or any mobile, cloud or other storage medium, I shall so advise Google. I will then work with Google to ensure that the location of all such information is fully disclosed to Google, that the information is retrieved by Google in a forensically sound manner, and that the information is permanently deleted by Google or its designee. I agree, on Google’s request, to sign a document confirming my agreement to honor my responsibilities contained in this Agreement after my departure.

(b) **Compliance.** I have no reasonable expectation of privacy in any Google Property or in any other documents, equipment, or systems used to conduct the business of Google. Google may audit and search any Google Property or such documents, equipment, or systems without further notice to me for any business-related purpose at Google's reasonable discretion. I will provide Google with access to any documents, equipment, or systems used to conduct the business of Google immediately upon request. I consent to Google taking reasonable steps to prevent unauthorized access to Google Property and Google information. I understand that I am not permitted to add or use any unauthorized websites, software, applications, or any applications that I do not have a license or authorization for use to or on any Google Property. It is my responsibility to comply with Google's policies governing use of Google Property.

6. Notification. I consent to Google notifying third parties, including without limitation actual or potential employers, about my obligations under this Agreement.

7. Non-Solicitation of Employees. During my Google employment and for twelve (12) months immediately following the end of my Google employment for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of Google's employees to leave their employment.

8. Export Statement of Assurance. In the scope of my Google employment, Google may release to me items (including software, technology, systems, equipment, and components) subject to the Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). I certify that I will not export, re-export, or release these items in violation of the EAR or ITAR and I will not disclose, export, or re-export these items to any person other than as required in the scope of my Google employment. If I have any question regarding this Section 8, I immediately will contact Google's Legal Services Department before taking any actions.

9. Employee Handbook. I understand that Google's Employee Handbook consists of policies listed in a table of contents on Google's "employee handbook, guidelines and company policies" internal website, and that those policies incorporate by reference supplemental policies. I understand that as a Google employee, Google's Employee Handbook applies to me. I agree to read, understand, and comply with Google's Employee Handbook, including supplemental policies, as they may be revised from time to time.

10. Use of Images. During my employment, Google or its agents may obtain images of me for later use in materials. My name may or may not be included along with such images. I grant Google permission for such use of my images, both during and after my employment, and I understand that I will not receive any royalties or other compensation for this use.

11. Protected Activity / DTSA Notification. For purposes of this Agreement, "Protected Activity" means filing a claim, charge or complaint, or otherwise disclosing relevant information to or communicating, cooperating, or participating with, any state, federal, or other governmental administrative body or agency, including, but not limited to, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, U.S. Department of Labor, the National Labor Relations Board, and the Office of Federal Contract Compliance Programs but does not include the disclosure of any Google attorney-client privileged communications. I understand that nothing in this Agreement prohibits me from engaging in any Protected Activity. I understand that I am not required to obtain prior authorization from Google or to inform Google prior to engaging in any Protected Activity.

In addition, notwithstanding my confidentiality obligations set forth in Section 2 of this Agreement, I understand that, pursuant to the Defend Trade Secrets Act of 2016, I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, provided such filing is made under seal. I understand that in the event it is determined that the disclosure of Google trade secrets was not done in good faith pursuant to the above, I will be subject to substantial damages, including punitive damages and attorneys' fees.

12. Arbitration and Equitable Relief

(a) **Arbitration.** IN CONSIDERATION OF MY EMPLOYMENT WITH GOOGLE AND ITS PROMISE TO ARBITRATE ALL DISPUTES I AGREE THAT, EXCEPT AS PROVIDED IN SECTION (b) BELOW, ANY AND ALL, PAST, PRESENT OR FUTURE, CONTROVERSIES, CLAIMS, OR DISPUTES THAT GOOGLE MAY HAVE AGAINST ME, OR THAT I MAY HAVE AGAINST GOOGLE OR ANY GOOGLE EMPLOYEE, OFFICER, DIRECTOR, AGENT, SHAREHOLDER OR BENEFIT PLAN, IN THEIR CAPACITY AS SUCH OR OTHERWISE (OR THE SUCCESSORS AND ASSIGNS OF ANY OF THEM), INCLUDING BUT NOT LIMITED TO DISPUTES ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT OR THE TERMINATION OF MY GOOGLE EMPLOYMENT ("COLLECTIVELY, "DISPUTES"), WILL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (9 U.S.C. §1 ET SEQ.) OR, IF FOR ANY REASON THE FEDERAL ARBITRATION ACT DOES NOT APPLY, THE LAW OF ARBITRABILITY OF THE STATE IN WHICH I WORK OR LAST WORKED FOR GOOGLE. DISPUTES INCLUDE, BUT ARE NOT LIMITED TO, ANY STATUTORY CLAIMS ARISING UNDER OR RELATING TO ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. §1981, REHABILITATION ACT, CIVIL RIGHTS ACTS OF 1866, 1871 AND 1991, PREGNANCY DISCRIMINATION ACT, EQUAL

PAY ACT, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAIR CREDIT REPORTING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE FAIR LABOR STANDARDS ACT, CLAIMS OF RETALIATION, HARASSMENT, DISCRIMINATION, OR WRONGFUL TERMINATION, AND ANY OTHER CONTRACTUAL, TORT OR STATUTORY CLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW. I UNDERSTAND THAT, EXCEPT AS PROVIDED BELOW, GOOGLE AND I WAIVE ANY RIGHT TO A JUDGE OR JURY TRIAL ON ANY DISPUTE.

THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS ARBITRATION PROVISION INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS ARBITRATION PROVISION IS VOID OR VOIDABLE; PROVIDED, HOWEVER, THAT ANY CLAIM THAT THE CLASS ACTION WAIVER, COLLECTIVE ACTION WAIVER, OR REPRESENTATIVE ACTION WAIVER IN SECTION (c) BELOW, OR ANY PORTION OF THEM, IS UNENFORCEABLE, INAPPLICABLE, UNCONSCIONABLE, OR VOID OR VOIDABLE, WILL BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.

(b) Disputes Not Covered. THIS ARBITRATION PROVISION DOES NOT PROHIBIT THE FILING OF OR PURSUIT OF RELIEF THROUGH THE FOLLOWING: (1) A COURT ACTION FOR TEMPORARY EQUITABLE RELIEF IN AID OF ARBITRATION, WHERE SUCH AN ACTION IS OTHERWISE AVAILABLE BY LAW, (2) AN ADMINISTRATIVE CHARGE TO ANY FEDERAL, STATE OR LOCAL EQUAL EMPLOYMENT OPPORTUNITY OR FAIR EMPLOYMENT PRACTICES AGENCY, (3) AN ADMINISTRATIVE CHARGE TO THE NATIONAL LABOR RELATIONS BOARD, OR (4) ANY OTHER CHARGE FILED WITH OR COMMUNICATION TO A FEDERAL, STATE OR LOCAL GOVERNMENT OFFICE, OFFICIAL OR AGENCY (FOR NUMBERS (2) THROUGH (4) COLLECTIVELY, "A GOVERNMENT COMPLAINT").

THE FOLLOWING CLAIMS ARE NOT COVERED BY THIS ARBITRATION PROVISION: CLAIMS FOR WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS; CLAIMS THAT AS A MATTER OF LAW CANNOT BE SUBJECT TO ARBITRATION; CLAIMS COVERED BY (AND DEFINED IN) THE FRANKEN AMENDMENT, FIRST ENACTED IN SECTION 8116 OF THE DEFENSE APPROPRIATIONS ACT OF 2010, OR ANY SIMILAR FEDERAL STATUTE, REGULATION OR EXECUTIVE ORDER RESTRICTING THE USE OF ARBITRATION AGREEMENTS (INCLUDING BUT NOT LIMITED TO EXECUTIVE ORDER 13673), IF AND ONLY IF SUCH STATUTE, REGULATION OR EXECUTIVE ORDER IS EFFECTIVE AND APPLICABLE TO MY EMPLOYMENT AND THIS ARBITRATION PROVISION; AND CLAIMS UNDER AN EMPLOYEE BENEFIT OR PENSION PLAN THAT SPECIFIES A DIFFERENT ARBITRATION PROCEDURE.

(c) Individual Dispute Resolution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I HEREBY WAIVE ANY RIGHT TO BRING ON BEHALF OF PERSONS OTHER THAN MYSELF, OR TO OTHERWISE PARTICIPATE WITH OTHER PERSONS IN, ANY CLASS OR COLLECTIVE ACTION. IF AND WHEN APPLICABLE LAW PERMITS WAIVER OF REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (OR ANY SIMILAR LAW), I WAIVE THE RIGHT TO BRING ANY SUCH CLAIM. IF A COURT ADJUDICATING A CASE INVOLVING GOOGLE AND I WERE TO DETERMINE THAT THERE IS AN UNWAIVABLE RIGHT TO BRING A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, ANY SUCH ACTION SHALL BE BROUGHT ONLY IN COURT, AND NOT IN ARBITRATION.

THIS ARBITRATION PROVISION DOES NOT APPLY TO ANY CIVIL LAWSUIT THAT WAS FILED BY GOOGLE OR FILED BY ME AGAINST GOOGLE (WHETHER INDIVIDUALLY OR AS A MEMBER OF A CLASS) (COLLECTIVELY, "PENDING CLAIM(S)") PRIOR TO MY EXECUTION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF I WAS SUBJECT TO AN AGREEMENT TO ARBITRATE CLAIMS WITH GOOGLE PRIOR TO THE COMMENCEMENT OF ANY PENDING CLAIM AND THE PENDING CLAIM WAS COVERED BY THE PRIOR AGREEMENT TO ARBITRATE, THAT PREVIOUS AGREEMENT TO ARBITRATE WILL CONTINUE TO APPLY TO ANY PENDING CLAIM, INCLUDING WITHOUT LIMITATION ANY APPLICABLE AND ENFORCEABLE CLASS, COLLECTIVE OR REPRESENTATIVE ACTION WAIVER.

(d) Arbitration Procedure. GOOGLE AND I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "[JAMS RULES](http://www.jamsadr.com/rules-employment-arbitration)"), WHICH ARE AVAILABLE ON THE "RULES/CLAUSES" PAGE OF JAMS' PUBLIC WEBSITE (<http://www.jamsadr.com/rules-employment-arbitration>) AND NO OTHER RULES. THE ARBITRATOR WILL HAVE THE POWER TO DECIDE MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS OR TO STRIKE, AND DEMURRERS PRIOR TO ANY ARBITRATION HEARING. THE ARBITRATOR WILL HAVE THE POWER TO AWARD ANY INDIVIDUAL REMEDIES AVAILABLE UNDER APPLICABLE LAW, INCLUDING INJUNCTIVE RELIEF. GOOGLE AND I WILL BEAR EACH OF OUR OWN COSTS AND FEES, EXCEPT THAT THE ARBITRATOR WILL APPLY COST AND FEE-SHIFTING LAW TO THE BENEFIT OF THE PREVAILING PARTY, BASED ON THE DISPUTE(S) ASSERTED. THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. GOOGLE WILL PAY FOR ANY FEES CHARGED BY THE ARBITRATOR OR JAMS, EXCEPT

THAT I WILL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, UP TO THE AMOUNT THAT I WOULD HAVE PAID HAD I FILED A COMPLAINT IN THE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH I WORK OR LAST WORKED FOR GOOGLE. THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW (AND THE LAW OF REMEDIES, IF APPLICABLE) OF THE STATE IN WHICH THE CLAIM AROSE, OR FEDERAL LAW, OR BOTH, AS APPLICABLE TO THE CLAIM(S) ASSERTED. THE ARBITRATOR IS WITHOUT JURISDICTION TO APPLY ANY DIFFERENT SUBSTANTIVE LAW OR LAW OF REMEDIES. THE FEDERAL RULES OF EVIDENCE SHALL APPLY. THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL GOOGLE POLICY, AND THE ARBITRATOR WILL NOT ORDER OR REQUIRE GOOGLE TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW. THE DECISION OF THE ARBITRATOR WILL BE IN WRITING AND CONTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW. I AGREE THAT ANY ARBITRATION UNDER THIS ARBITRATION PROVISION WILL BE HELD IN THE COUNTY IN WHICH GOOGLE EMPLOYS OR LAST EMPLOYED ME.

(e) Exclusive Remedy. EXCEPT AS PROVIDED BY LAW, THE JAMS RULES, OR THIS ARBITRATION PROVISION, ARBITRATION WILL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND GOOGLE.

(f) Governing Law. NOTWITHSTANDING SECTION 13(a) BELOW, THIS ARBITRATION PROVISION IS ENTERED PURSUANT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.), OR IF FOR ANY REASON THE FEDERAL ARBITRATION ACT DOES NOT APPLY, THE LAW OF ARBITRABILITY OF THE STATE IN WHICH I WORK OR LAST WORKED FOR GOOGLE.

(g) Entire Agreement. EXCEPT AS PROVIDED IN SECTION (c) ABOVE REGARDING PENDING CLAIMS, THIS ARBITRATION PROVISION CONSTITUTES THE ENTIRE AGREEMENT BETWEEN GOOGLE AND ME WITH RESPECT TO THE SUBJECT MATTER IN THIS ARBITRATION PROVISION AND SUPERSEDES ALL PRIOR ARBITRATION AGREEMENTS, WRITTEN OR ORAL.

13. General Provisions

(a) Governing Law. This Agreement will be governed by the laws of the State of California.

(b) Entire Agreement. This Agreement, together with its Exhibit, and any executed written offer letter between Google and me, are the entire agreement between Google and me with respect to the subject matter in such documents and supersede all prior written and oral agreements or discussions. If there are conflicts between this Agreement and the offer letter, this Agreement will control. Except as provided in Section 1 of this Agreement, no change to this Agreement, other than amendments to Sections 3 and 4 relating to personal open source projects in a format prepared by Google, will be effective unless in writing signed by a Senior Vice President of Google Inc. and me.

(c) Severability. If one or more of the provisions in this Agreement are deemed void, the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives and will be for the benefit of Google. Google may assign this Agreement to anyone at any time without my consent. There are no intended third-party beneficiaries to this Agreement.

(e) Waiver. Waiver by Google of a breach of any provision of this Agreement will not waive its right to take action based on any other breach.

(f) Survivorship. The rights and obligations of the parties to this Agreement will survive the end of my Google employment.

(g) Injunctive Relief. I understand that in the event of a breach or threatened breach of this Agreement by me, Google may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. I also understand that, in the event of a breach of this Agreement by me, Google may pursue any and all available legal remedies, including monetary damages.

Signature of Employee:  DocuSigned by:
FBD71B77C9F240D...

Exhibit A

**GOOGLE INC.
LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

I understand that listing a project or an invention here does not mean that Google is granting me permission to continue working on the project or invention. This is only a listing of inventions or original works of authorship done prior to employment.

Title	Date	Identifying Number or Brief Description
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- X
___ No inventions or improvements
___ Yes they are listed above
___ Additional Sheets Attached

Signature of Employee:  FBD71B77C9F240D...

Print Name of Employee: Xinchi (Max) Gu

Date: 2/26/2017