

Aaron Rosen azrosen@wesleyan.edu

February 21, 2014

THIS OFFER SUPERSEDES AND REPLACES ANY PRIOR VERSIONS

Dear Aaron:

On behalf of Google Inc., I am pleased to offer you the exempt position of Software Engineering Intern in Google's Mountain View office. Your base salary of \$1,538.46 a week will be paid biweekly.

As an intern you will not be eligible to participate in Google's employee benefit programs, with the exception of holiday pay (provided that you are normally scheduled to work on the day of the company designated holiday).

Additionally, Google will also pay you a one time Relocation Bonus of \$9,000. This will be taxed as supplemental income. We encourage you to consult a tax professional for information on all current IRS reporting requirements. Should you select to use a Google preferred vendor and default on your payment commitments, you will be required to repay the Relocation Bonus in an amount equal to the amounts owed to the Google preferred vendor.

As an intern at Google, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products and services of the company and its clients. To protect the interests of both the company and its clients, all employees are required to read and sign the AT WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION AS-SIGNMENT AND ARBITRATION AGREEMENT 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 review; you will be required to sign it on your first day of employment. Google has a strict policy against insider trading, which prohibits, among other things, employees, contractors and temporary workers from trading Google stock during certain time periods and engaging in any derivative transactions in Google stock. It will be your responsibility to educate yourself regarding Google's insider trading policies and to ensure you are in full compliance. If you have any questions about Google's policy against insider trading, please contact Human Resources.

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.

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.

We look forward to an early acceptance of this offer. This offer will remain open for 10 (ten) business days following your receipt of this letter and is contingent upon your estimated start date of June 2, 2014 and your estimated end date of August 22, 2014. Additionally, this offer and your employment are contingent upon satisfactory results from your background and reference checks. To indicate your acceptance of Google's offer, please sign and date the enclosed original and return it to us in the envelope provided. 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 Wednesday prior to your start, please email nooglerenginterns@google.com for information. 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, please bring appropriate verification or authorization to work in the United States (e.g. US Passport or Driver's License and Social Security Card) on your first day.

Aaron, we look forward to having you join us for your internship! We feel you will find it a rewarding and growing experience and we look forward to working with you.

Sincerely,

Alan Eustace Senior Vice President of Knowledge Google Inc.

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

Aaron Rosen	Date	Planned Start Date
Aaron Rosen (Feb 21, 2014)	Feb 21, 2014	June 2, 2014