

GOOGLE LLC

**CONFIDENTIAL INFORMATION AND INVENTION
ASSIGNMENT AGREEMENT FOR NON-EMPLOYEE WORKERS ("AGREEMENT")**

As a condition of and in consideration for my use of services, obtaining a facilities access badge and/or the necessary facility, system, or information system access for my assignment for Google LLC, its related companies, subsidiaries, affiliates, successors or assigns (together "Google"), I agree to the following:

1. Nature of Assignment.

(a) Not An Employment Relationship. I acknowledge that I will provide services to Google as an employee or agent of Cognizant Technology Solutions-Agent [Vendor/Agency/Company Name] (hereafter "Contractor") and not as an employee of Google. I understand and acknowledge that nothing in this Agreement or my assignment for Google creates or shall be construed as creating an employer-employee relationship between me and Google.

(b) Benefits and Perks. I understand and agree that I will not be entitled to any compensation, options, stock, insurance or other rights or benefits accorded to employees of Google, waive any right to them, and promise never to claim them, regardless of whether a court, government agency, arbitrator, or other entity later determines that I was a common-law employee of Google for any statutory purpose. I understand that I will not be entitled or authorized to use or participate in many perks Google offers to its employees. I understand that no one is authorized to make me an oral offer or promise of employment at Google and that in the event I receive such a promise or offer, it is not enforceable and I cannot rely on it.

(c) Contractor's Duties. I will direct any requests for vacation, sick time, disability or religious accommodations, leaves of absence, or schedule changes to Contractor, not Google. I understand that Contractor is exclusively responsible for providing all statutorily required benefits and insurance coverage (including workers compensation coverage), for paying any employment-related taxes, and for any withholdings or deductions, as well as compliance with any laws related to my pay.

(d) Complete Nature of Assignment. Section 1 of this agreement represents the entire agreement between me and Google regarding the nature of my assignment for Google and supersedes any prior or contemporaneous agreement on this subject matter.

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 assignment with Google, I will hold all Google Confidential Information in strict confidence and trust. I will take all reasonable precautions to prevent any

GOOGLE LLC

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 assignment, 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 assignment 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 of my assignment 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) Contractor or Former Employer Information / Definition of Google Property. I will not use or disclose in connection with my Google assignment 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 the Contractor, any previous employer, or other party unless consented to in writing by such employer or party and Google.

3. Intellectual Property.

(a) Definitions. "Intellectual Property" means any and all inventions, original works of authorship, data, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registerable under patent, copyright or similar laws. "Google Intellectual Property" means any and all Intellectual Property that I create, conceive, author, develop, reduce to practice, or otherwise contribute to during my assignment with Google, or with the use of Google's equipment, supplies, or facilities, or Google Confidential Information, but excluding (1) such Intellectual Property that I am under a written obligation to assign to Contractor provided that (i) such Intellectual Property directly relates to the services and/or products that Google has engaged Contractor for and such Intellectual Property is subject to a written agreement between Google and Contractor, and (ii) I perfect the assignment of such Intellectual Property to Contractor in writing, and (2) any invention or subject matter which is subject to and fully qualifies for an exclusion at law operable in the jurisdiction of my assignment (such as California Labor Code Section 2870, the text of which is available at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=02001-03000&file=2870-2872>, with respect to California, USA).

(b) Assignment of Intellectual Property to Google. I agree that I will promptly make full written disclosure to Google of Google Intellectual Property, and that I will keep and maintain written records documenting Google Intellectual Property, and that these records shall be available to and owned by Google LLC (or its designee). I also agree to hold in trust for the sole right and benefit of Google LLC, and hereby assign to Google LLC (or its designee) all my right, title, and interest in Google Intellectual Property including any and all copyrights, patents, or other rights thereto. I agree to assist Google (or its designee) at Google's expense, in every proper way to secure Google's rights in Google Intellectual Property including securing any copyrights, patents, or other rights. This includes executing all applications, oaths, assignments and all other instruments which Google shall deem proper or necessary in order to assign, secure and enforce such rights worldwide. If Google is unable for any reason to secure my signature in this regard then I hereby irrevocably designate and appoint Google and its duly authorized officers and agents as my agent and attorney in fact, to, on my behalf and in my stead, execute and file any papers, oaths and to do all other lawfully permitted acts with respect to Google Intellectual Property with the same legal force and effect as if executed by me. I also acknowledge that my obligations under this section shall continue after the termination of my assignment for Google.

GOOGLE LLC

(c) **Inventions Retained and Licensed.** In my work for Google, I agree to only use Intellectual Property as authorized and directed by Google and Contractor (if applicable) and agree not to incorporate or use my own Intellectual Property (such as any invention owned by me or in which I have an interest).

If, however, in the course of my assignment, I incorporate any of my own Intellectual Property, I hereby grant to Google LLC a nonexclusive, royalty-free, fully paid, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to such of my Intellectual Property that I incorporate or use.

4. Access to Google Property, Information Technology, and Information.

(a) **Authorization.** I understand that whenever I access Google Property (including but not limited to Google facilities, offices, and equipment), Information Technology (online accounts, email or remote computing services, systems, computers, mobile devices, storage media or documents) and Information (including but not limited to all forms of Google Confidential Information, Associated Third Party Confidential Information, User Data and Intellectual Property) I must be acting (1) within the scope of my assignment, (2) within legitimate business purposes specifically authorized by Google during my assignment, and (3) in compliance with Google's policies. I promise that I will not access or use any Google Property, Information Technology, or Information beyond the scope of my assignment, specific authorization, and the policies of Google, as they may be updated from time to time.

(b) **Authorized Services, Hardware and Software.** I understand that I am not permitted to (1) use any Information Technology to conduct the business of Google unless Google has authorized such use in writing, or (2) add any unauthorized, unlicensed or non-compliant software to Google-managed Information Technology. I will not use unauthorized Information Technology to conduct the business of Google or copy unauthorized software into Google-managed Information Technology or otherwise use unauthorized software for Google business. I understand that it is my responsibility to comply with Google's policies and not attempt to circumvent Google's policies or controls through the use of unauthorized Information Technology or software.

(c) **Audit and Management.** I acknowledge that I have no expectation of privacy in any Information Technology that is used to conduct the business of Google. Google may audit and search all Information Technology used to conduct the business of Google without further notice to me for any business-related purpose in Google's sole discretion. I promise to provide Google with access to any Information Technology used to conduct the business of Google immediately upon request. I acknowledge and consent to Google, in its sole discretion, taking reasonable steps to prevent unauthorized access to Google property and information. Such steps may include, for example, suspension of access to accounts or remote deletion of data or remote wipe of devices used to conduct the business of Google where (1) Google identifies a risk that Information Technology used to conduct the business of Google has been compromised, lost or stolen, and (2) upon suspension of or separation from my assignment for Google.

(d) **Separation.** Upon separation from my assignment for Google or on demand by Google during my assignment, I will immediately (1) stop accessing Google Property, Information Technology, and Information; and (2) deliver to Google, and not keep in my possession, recreate, or deliver to anyone else, any and all Google Property, Information Technology, and Information, including any and all copies of Google Confidential Information, Associated Third Party Confidential Information, User Data, and Intellectual Property. I will make a prompt and reasonable search for any such material in my possession or control. If I locate such material, I will notify Google and provide a computer-useable copy of it. I will cooperate reasonably with Google to verify that the necessary copying is completed, and, when Google confirms compliance, I will delete fully all Google Confidential Information.

5. Export Statement of Assurance. In the scope of my assignment, 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,

GOOGLE LLC

export, or re-export these items to any person other than as required in the scope of my assignment. If I have any question regarding this Section 5, I immediately will contact Google's Legal Services Department before taking any actions.

6. Compliance with Anti-Bribery Laws. I agree that, during the term of my assignment for Google, I will comply with all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 ("Anti-Bribery Laws"), which prohibits offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, I will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

7. Code of Conduct And Policies Acknowledgement. I acknowledge that I have read Google's Code of Conduct, which is available on Google's public website and can be found by clicking "About Google" and looking on the "Investor Relations" page of the site, and which is incorporated here by reference. I agree to adhere to the terms of Google's Code of Conduct and to report any violations of the Code. I acknowledge that other Google policies are applicable and accessible to me during my assignment, including but not limited to Google's Insider Trading Policy and Information Security Policies. I agree to review and adhere to the terms of such policies.

8. Use of Images. I understand that, during my assignment, Google may obtain digital, film, or other images of me for subsequent use in materials or collateral for Google. I hereby grant advance permission for such use of my image(s) by Google, both during and after my assignment, and I understand that I will not receive any royalties or other compensation for this use.

9. Arbitration and Equitable Relief

(a) **Arbitration.** IN CONSIDERATION OF MY ASSIGNMENT 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 ASSIGNMENT OR THE TERMINATION OF MY ASSIGNMENT ("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 PROVIDED SERVICES 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,

GOOGLE LLC

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 ASSIGNMENT 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

GOOGLE LLC

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 PROVIDED SERVICES 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 I PERFORM MY ASSIGNMENT OR PERFORMED MY ASSIGNMENT AT THE TIME MY ASSIGNMENT ENDED, AS APPLICABLE.

(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 11(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 PROVIDED SERVICES 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.

10. 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

GOOGLE LLC

done in good faith pursuant to the above, I will be subject to substantial damages, including punitive damages and attorneys' fees.

11. General Provisions.

(a) Governing law: Consent to Personal Jurisdiction. Except as specifically provided in Section 9, this Agreement is governed by the laws of the State in which I perform my assignment without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than the State in which I perform my assignment. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed there against me by Google arising from or relating to this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibit, is 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. Any subsequent change(s) to my assignment or duties will not affect the validity or scope of this Agreement.

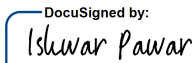
(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect.

(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 operate as a waiver of any other or subsequent breach.

(f) Survivorship. The rights and obligations of the parties to this Agreement will survive termination of my assignment for Google.

(g) Injunctive Relief. Both parties will be entitled, as a matter of right, to apply to a court for any provisional remedy, including a temporary restraining order or preliminary injunction seek and obtain, in any court of competent jurisdiction with respect to any actual or threatened breach of any provision of this agreement or any other agreement regarding trade secrets, confidential information, non-competition or nonsolicitation: (i) a degree or order of specific performance to enforce the observance and performance of the parties' obligations, and (ii) an injunction restraining such breach or threatened breach. In event that either party seeks injunctive relief, the prevailing party will be entitled to recover its reasonable attorneys fees' and costs.

DocuSigned by:

 6EB3A0DE71B4465...
 Signature

Ishwar Pawar

Name of Non-Employee (typed or printed)

10/6/2017

Date

ishwarpawar21@gmail.com

Email Address