

## LICENSE AGREEMENT

### Google Mini

This License Agreement for the Google Mini (the "**Agreement**") is made and entered into by and between you ("**You**") and Google Inc. ("**Google**"). This Agreement sets forth the terms and conditions under which You may license and use the Google Mini.

#### 1. GOOGLE MINI LICENSE

**1.1 LICENSE GRANT.** Subject to the terms and conditions of this Agreement, and in consideration of Your payment of all applicable fees and taxes as set forth in the Shopping Cart Section of the Google Store web site ("**Fees**"), Google grants to You (and You agree to comply with) a non-sublicensable, non-transferable, non-exclusive, limited license to use: (i) certain Google proprietary computer software identified on the Google Store web site in binary executable form only (the "**Software**"), that is installed in certain Google proprietary computer hardware (the "**Hardware**") and (ii) certain Google proprietary documentation in the form generally made available by Google to its customers for use with the Products (the "**Documentation**"). The Software, Hardware and Documentation are collectively referred to herein as the "**Product**". A license key that enables the Software may be required and forwarded to You electronically. Your use of the Products shall be restricted to creating an index of and searching for content owned and controlled by you, whether on servers you own or are operated for your benefit. The right to search and access content made available by the Products on such servers are also hereby licensed to Your authorized end users. You agree to be responsible for the acts and/or omissions of any such end users in breach of the terms set forth herein. The license grant set forth herein is further limited to indexing the number of Documents specified in the Product description on the Google Store web site.

**1.2 THIRD PARTY COMPONENTS.** Any third party component embedded, included or otherwise provided for use with the Products may only be used in conjunction with such Products ordered hereunder, and such use shall be subject to all the terms and conditions of this Agreement. The Products are designed for use with the equipment and accessories specified in the Documentation. Google assumes no responsibility under this Agreement for obtaining or providing such equipment. You are also responsible for ensuring a proper environment and proper utilities for the computer system on which the Products will operate. Notwithstanding the foregoing, to the extent that the Products include some components that are governed by licenses including provisions prohibiting their distribution under this Agreement, those components are instead governed solely by the respective appropriate licenses. To the extent Products include some components covered by licenses requiring the provision of corresponding source code for those components, Google hereby offers the provision of such source code consistent with such licenses.

**2. OWNERSHIP; RESTRICTED USE.** For purposes of this Agreement, "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. All ownership rights, title, and Intellectual Property Rights in and to the Products shall remain in Google and/or its licensors, except that title to the Hardware shall pass to You upon receipt of all Fees by Google ("**Limited Title**"). Your Limited Title shall be further subject to Your return of such Hardware pursuant to this Agreement. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through the Product is the property of the applicable content owner and may be protected by copyright and/or other applicable laws.

You agree not to, or to allow others to: (i) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Product or any component thereof, including without limitation, the source code and any other underlying ideas or algorithms of the Software (except to the extent applicable laws specifically prohibit such restriction); (ii) alter the number of Documents and/or Collections authorized for Your use; (iii) create license keys that enable the Software; (iv) copy the Software except as provided in Section 4; (v) use the Product for High Risk Activities as defined below; (vi) transfer, sublicense, loan, sell, lease or use for timesharing or service bureau purposes the Product or any component thereof; or (vii) ship, divert, transship, transfer, export or re-export the Products or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the

U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency. For the avoidance of doubt, nothing in this Agreement grants to You any rights whatsoever in or relating to the source code of the Software.

Any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations ("**Brand Features**") as well as any copyright or other proprietary notices appearing on or in the Product shall be maintained and shall not be removed, modified or altered by You. At Your option, the search box (or other means used by an end user to enter a search query) and/or results pages may conspicuously display an unaltered graphic in the form provided by Google for the purpose of identifying that the search function is provided by Google and may link to the Google site located at: [www.google.com](http://www.google.com) (or such other URL as may be updated by Google). Such graphic may be accessed at: [www.google.com/stickers.html](http://www.google.com/stickers.html) (or such other URL as may be updated by Google) and all use of such graphic shall be subject to Google's then current Brand Feature guidelines and policies in effect. Google may include Your company name, public URL (if any), Brand Features and other data provided by You to Google in the Google Mini Information Section of the Google Store web site in presentations, marketing materials, and customer lists (which includes, without limitation, customer lists posted on Google's web sites). All use by Google of Your Brand Features (including any goodwill associated therewith) shall inure to the benefit of You and all use by You of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. Each party agrees not to challenge or assist others to challenge the other party's Brand Features or registration thereof (except to protect such party's rights with respect to its own Brand Features). Except as provided for pursuant to this Agreement, neither party shall acquire any right, title or interest in or to the other party's Brand Features.

**3. DELIVERY.** The Products shall be delivered by the shipping method indicated on the Shopping Cart section of the Google Store web site. All subsequent supplemental increases or modifications to Your order hereunder shall be deemed to be delivered under the same terms as the original license. You agree that at the time of Your receipt of any Product, You shall bear all risk of loss, theft or damage of any kind to such Product and that your failure to obtain insurance at the time of Your receipt of such Product will be at Your own risk without liability of any kind to Google.

**4. TECHNICAL SUPPORT SERVICES.** In consideration of Your payment to Google of all Fees, Google shall provide technical support services in accordance with Google's then current Technical Support Services Guidelines ("**TSS Guidelines**") for the Products identified in your order ("**Technical Support Services**" or "**TSS**") for a period of one (1) year from the Shipment Date set forth below. You may purchase additional TSS services or renew Your TSS subject to Google's, or its agent's, then current terms and prices for TSS. TSS Guidelines are password protected and may be accessed at the following URL: <http://support.google.com> (or such other URL as may be updated by Google). TSS includes Updates as defined under the TSS Guidelines and shall be made available to You provided You are current on Technical Support Services. Your use of any Updates shall be subject to the same terms applicable to the Product as set forth under this Agreement. You agree that such Updates shall be installed as required by the terms of the applicable TSS Guidelines. Furthermore, You may make a copy of an Update to a physical medium solely for the purpose of facilitating the installation of such Update onto the Software, and You agree to immediately erase or destroy such copy once the applicable Update is installed in the Software. TSS also includes repair or replacement of Hardware that is defective or damaged (beyond normal wear and tear during shipment) at the time of Your receipt (as determined in Google's sole discretion), provided (i) You promptly comply with all procedures stated in the applicable TSS Guidelines, and (ii) such defect or damage to the Hardware was not caused by Your abuse, misuse, accident, alteration, or unauthorized modification or installation. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING SHALL BE GOOGLE'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR DAMAGED HARDWARE.** Unless otherwise agreed in writing, in order to receive TSS You agree to provide Google with full and timely access to the Product as provided in the applicable TSS Guidelines. Failure to provide such access will be at Your own risk and without liability to Google.

**5. TERM AND TERMINATION.** Subject to Your payment of all Fees, the term of the license granted herein for any Product shall commence upon the date of shipment by Google or its designated agent ("**Shipment Date**") and may be terminated as set forth herein.

A party may, by written notice of default to the other party, (i) terminate this Agreement, in whole or in part, (a) if the other party materially breaches this Agreement, and the breaching party does not cure such material breach

within thirty (30) calendar days after receipt of written notice of such breach; or (b) immediately following the failure to resolve the suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against the other party, appointment of a trustee or receiver for either party's property or business, or any assignment, reorganization or arrangement by either party for the benefit of its creditors. Google may immediately terminate this Agreement, in whole or in part, if You are in breach of Section 2 (Ownership, Restricted Use) or Section 6 (Confidential Information); or (ii) You are in material breach of this Agreement more than twice notwithstanding any cure of such breaches.

Upon termination of this Agreement, all licenses, and any other rights and services provided by Google to You as set forth in this Agreement, shall cease immediately. If this Agreement is terminated for Your breach, You must immediately return the Product to Google via Google's authorized return shipment process for receipt by Google, at which time Your Limited Title in the Hardware shall revert to Google. Except as set forth herein, upon termination of this Agreement, You may keep possession of the Hardware, provided that all Software is erased in compliance with the process as instructed by Google, and You will provide written certification that You have properly completed such process within ten (10) business days of such termination.

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve You of Your obligation to pay all fees that have accrued or are otherwise owed by You.

**6. CONFIDENTIAL INFORMATION.** In connection with performance of its obligations hereunder, a party (the “**Discloser**”) may disclose to the other party certain information it considers confidential and/or proprietary (“**Confidential Information**”) to the other party (the “**Recipient**”) including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and (e) the terms of this Agreement and the discussions, negotiations and proposals related thereto. The Recipient will only have a duty to protect Confidential Information disclosed to it by the Discloser: (1) if it is clearly and conspicuously marked as “confidential” or with a similar designation; (2) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (3) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used. You acknowledge that the source and object code of the Software remains a confidential trade secret of Google and/or its licensors and that You are not entitled to review either the object code or the source code of the Software for any reason at any time. Recipient shall not disclose or cause to be disclosed any Confidential Information of Discloser, except to those employees, agents, representatives, or contractors of the parties who require access to the Confidential Information to perform under this Agreement (“**Authorized Personnel**”) and who are bound by written agreement not to disclose third party confidential or proprietary information disclosed to Recipient. Furthermore, Recipient agrees to be responsible for any act and/or omission of any Authorized Personnel in breach of this Section. Recipient shall protect the Confidential Information of Discloser by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized third parties. A party's Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of Recipient; (ii) was in the Recipient's lawful possession prior to the disclosure and was not obtained by Recipient either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without restriction on Recipient's disclosure, and where Recipient was not aware that the information was the confidential information of Discloser; (iv) is independently developed by the Recipient without violation of this Agreement; or, (v) which is disclosed by Recipient as needed to comply with a court order, subpoena, or other government demand (provided that Recipient first notifies Discloser and gives Discloser the opportunity to challenge such court order, subpoena, or government demand). Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section 6 or Section 2. If the Product is returned due to damage or defect, You will use commercially reasonable efforts to remove such Confidential Information prior to return to Google.

**7. WARRANTY DISCLAIMER.** GOOGLE AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. THE PRODUCT AND SERVICES ARE PROVIDED BY GOOGLE AND ITS LICENSORS "AS IS". GOOGLE AND ITS LICENSORS DO NOT WARRANT THAT THE PRODUCT OR ANY PORTION THEREOF, ARE ERROR OR BUG FREE, OR THAT YOUR USE OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED. GOOGLE AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE PRODUCT. GOOGLE AND ITS LICENSORS MAKE NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SHIPMENT OF THE APPLICABLE PRODUCT. THE PRODUCT IS NOT FAULT TOLERANT and is not designed, manufactured, or intended for uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Product could lead to death, personal injury, or environmental damage ("**High Risk Activities**").

**8. LIMITATION OF LIABILITY.** IN NO EVENT WILL GOOGLE AND/OR ITS LICENSORS BE LIABLE (i) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO USE, MISUSE, INABILITY TO USE, OR INTERRUPTED USE) AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT AND WHETHER OR NOT GOOGLE WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PRODUCT OR DESTRUCTIVE PROPERTIES OF THE PRODUCT. IN NO EVENT SHALL GOOGLE'S AND/OR ITS LICENSORS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY YOU FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY.

**9. Miscellaneous.** This Agreement is personal to You. You may not assign or otherwise transfer Your rights or delegate Your obligations under this Agreement, in whole or in part, without the prior written consent of Google. Any attempted assignment in derogation hereof shall be null and void. The parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to create an agency, partnership, or joint venture between the parties hereto. Both parties shall be responsible for performing their respective obligations as set forth herein. Upon termination, the following Sections of this Agreement will survive: 2, 5, 6, 7, 8, 9 and 10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its choice of law provisions, and You and Google agree to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches. Any notice given under this Agreement shall be in writing and in the English language and shall be delivered by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed given upon acknowledgment of receipt. All notices to Google must be sent to such address as provided at: [www.google.com/corporate/address.html](http://www.google.com/corporate/address.html) or as otherwise provided in writing for such notice purposes, provided that a courtesy copy shall also be sent to the attention of the Google Legal Department for all legal notices. Notices to You shall be sent to the address set forth in the "My Account" section of the Google Store web site or to any other address You specify in writing. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances. You agree that this Agreement shall be construed as if both parties jointly wrote and prepared it. This Agreement and the terms or other provisions located at any Google uniform resource locators (URLs) referenced pursuant to

this Agreement (which are all incorporated herein by reference), constitutes a complete, absolute integration and the entire agreement between the parties hereto relating to the subject matters of this Agreement, and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing, and all contemporaneous oral communications, and any terms contained in any related purchase order(s) or other documents pertaining to the subject matter of this Agreement shall be null and void. This Agreement may be modified only in writing signed by both parties.

**10. U.S. Government Restricted Rights.** The Product is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplement thereto. If the user of the Product is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product, including technical data or manuals, is restricted by the terms, conditions and covenants contained in this Agreement. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, the use of the Software is further restricted by this Agreement.