Amendment to Non-Disclosure Agreement between Google, Inc and C. Scott Ananian

This amendment ("Amendment") is between Google, Inc, and its subsidiaries and affiliates ("Google") and C. Scott Ananian of 29 Quincy St #1, Somerville, MA 02143 (the "Participant"). This Amendment becomes effective simultaneously with the attached Non-Disclosure Agreement ("NDA") in accordance with the modification provisions of term 14 of the NDA.

Google and the Participant agree as follows:

- 1. The Confidential Information defined in term 2 of the NDA shall include only information disclosed to the participant. Google shall take reasonable steps to identify for the benefit of the Participant any Confidential Information.
- 2. Term 2(e) of the NDA shall not apply.
- 3. Term 4(a) of the NDA shall not apply.
- 4. Term 4(c) of the NDA shall not be construed to infringe upon the Participant's rights under the fair use exceptions to copyright law, including, but not limited to, the right to reverse engineer software for reasons of interoperability and the reverse engineering rights granted by 17 U.S.C. 1201(f), the Digital Millennium Copyright Act.
- 5. Term 5 of the NDA shall not require notification of Google when Confidential Information is required to be produced by a Process, if notification would violate a gag order included in the Process.
- 6. Notwithstanding the provisions of term 8 of the NDA, the NDA shall terminate no later than 3 years from the Effective Date of the NDA.

Ву:
C. Scott Ananian
29 Quincy St #1, Somerville, MA 02143
By:
Name:
Title: