

EXHIBIT A

License Agreement

Google Search Appliance and Google Mini

This License Agreement for the Google Search Appliance and/or Google Mini (the "Agreement") is made and entered into by and between Google Inc. ("Google") and the customer identified in the Ordering Document ("Customer"). This Agreement, and the corresponding Google Ordering Document by which Customer orders certain Products, set forth the terms and conditions under which Customer may license and use such Products. Ordering Documents are governed by this Agreement.

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement and the Ordering Document, and in consideration of Customer's payment of all Fees, Google grants to Customer, and Customer agrees to comply with a nonpublicable, non-transferable, non-exclusive, limited license to use the Product during the License Term. A license key that enables the Software may be required and forwarded to Customer electronically. Customer will only use the Product to create an index of, and to search for, Customer Content. The license grant set forth herein is limited to indexing the number of Documents specified on the Ordering Document.

1.2 Other Users. Customer may allow Other Users to use the Appliance for the purposes authorized in this Agreement, and subject to the terms of this Agreement. Customer is responsible for the behavior of the Other Users in connection with this Agreement.

1.3 Shipment and License Keys. The Product will not be shipped until Google receives either: (a) a complete and duly executed Order Form; or (b) a purchase order from Customer referencing a Quote. Upon shipment, Google may provide Customer with a temporary license key and will transmit a permanent license key upon receipt of full payment.

2. Restrictions.

2.1 Generally. Customer will not, and will not allow others to: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Product or any component thereof; (b) alter the number of Documents; (c) create license keys that enable the Software; (d) copy the Software except as provided in Section 6.2; (e) use the Product for High Risk Activities; (f) transfer, sublicense, loan, sell, lease or use for timesharing or service bureau purposes the Product or any component of the Product; or (g) remove or alter any Brand Features or other proprietary notices on or in the Product.

2.2 Restricted Use Appliances. Customer may only use Restricted Use Appliances as specified in the Order Document in one of the following capacities: (a) as a hot backup in a load balance situation (if a single Appliance cannot carry the load, Customer must purchase an additional production Appliance); (b) as a hot backup if the Primary System is disabled due to a critical Hardware or Software failure, and only until the failure requiring the use as a hot backup is cured; or (c) as a platform and test environment to

assist in its designing, developing and testing applications for use with Google Enterprise Products – in which case the Restricted Use Appliance may only index the same Customer Content as the Primary System, but may not be used in a commercial or production use.

2.3 Third Party Components. Any third party component embedded, included or provided for use with the Products may only be used in conjunction with such Products ordered under the Ordering Document, which use is subject to this Agreement. However, to the extent Products include components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent Products include components governed by open source licenses requiring the provision of corresponding source code for those components, Google hereby provides that source code consistent with those licenses.

2.4 Use of APIs. The Product incorporates various features in the form of products that can be accessed through public APIs that can be managed by Customer through the Admin Console. The use of these APIs is optional and shall be solely governed by the terms of service governing that particular API. Each party agrees that any change in those API terms of service or APIs will not be a ground for termination of this Agreement and that Customer's remedy, apart from what may be included in the terms of service of that particular API, will lie in termination of the use of that API through the Admin Console.

3. Ownership.

3.1 Generally. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Appliance are the property of the applicable content owner and may be protected by applicable laws.

3.2 Branding. Customer may display a Graphic with the results page or the search box (or other means used by an end user to enter a search query) and may link to the Google site located www.google.com (or such other URL as may be updated by Google). Customer's use of Graphics is subject to Google's then current Brand Feature Guidelines.

3.3 Brand Features. Any use of a party's Brand Features will inure to the benefit of the party holding rights in those Brand Features. Each party agrees not to: (a) 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); or (b) attempt to register any Brand Features that are confusingly similar to those of the other party.

4. Payment Terms.

4.1 Purchase Process. Google will provide Customer an Ordering Document for each purchase, to confirm the Product, quantity and price.

4.2 Payment. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars. Title to the Hardware will pass to Customer upon receipt of all Fees by Google. Payments made via wire transfer must include the following instructions:

Wells Fargo Bank
Palo Alto, California USA
ABA# 121000248
Google Inc.
Account # 4375669785

4.3 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Appliance without any reduction for such amounts. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such withholding.

4.4 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

4.5 Delinquent Payments. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

4.6 Purchase Orders. **a. Required.** If Customer's Ordering Document is a Quote, then a purchase order is required. If Customer's Ordering Document is an Order Form, and Customer wants a purchase order number on its invoice, Customer will inform Google and will issue a purchase order to Google. If Customer requires a purchase order, and fails to provide the purchase order to Google, then Google will not be obligated to provide the Appliance until the purchase order has been received by Google. **b. Not Required.** If Customer's Ordering Document is an Order Form, and Customer does not require a Purchase Order number to be included on the invoice, Customer must select "No" in the Purchase Order section of the Order Form. If Customer waives the Purchase Order requirement, then: (a) Google will invoice Customer without a Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.

5. Delivery. The Products will be delivered by the shipping method indicated on the Ordering Document. Google will bear the risk of loss for the Product until the Product is received by Customer. Upon receipt by Customer, Customer bears all risk of loss for the Product.

6. Technical Support Services.

6.1 Generally. Subject to Customer's payment of the Fees, Google will provide TSS to Customer for the Products for the Support Period in accordance with the TSSG in effect when the Products are ordered. Unless otherwise agreed in writing, to receive TSS Customer must provide Google with all reasonably required access to the Appliance in accordance with the TSSG. Customer's failure to provide such access will be at Customer's own risk and without liability to Google.

6.2 Software Updates. TSS includes Updates. Customer's use of Updates is subject to this Agreement and the Ordering Document. Customer will install Updates in accordance with the TSSG. Customer may make a copy of an Update to a physical medium solely for the purpose of facilitating the installation of that Update onto the Appliance. Customer will immediately erase or destroy the copy of the Update once that Update is installed on the Appliance.

6.3 Changes to TSS. If Google makes a material change to the TSSG, Google will notify Customer by either sending an email to the Customer Contacts or alerting Customer via the GES Site. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the GES Site within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the TSS in effect immediately prior to the change until the end of the then-current term for the TSS. If the TSS are renewed, they will be renewed under Google's then current TSSG.

7. Confidential Information.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but with no less than a reasonable standard of care; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

7.2 Exceptions. Confidential Information does not include information that: (a) the recipient already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

8. Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 3.3.

9. Limited Warranty.

9.1 Limited Warranty. Google warrants to Customer that: (a) Hardware will be free from defects in material and workmanship, and will substantially conform to all material aspects of the Documentation, for a period of ninety days from the later of: (i) installation of the Appliance; or (ii) ten days after the Shipment Date; and (b) Software will substantially achieve the functionality described in the Documentation for a period of ninety days from the later of: (i) installation of the Appliance; or (ii) ten days after the Shipment Date.

9.2 Exclusions. The limited warranty set forth in Section 9.1 above will not apply to defects or errors in the Appliance that are caused by: (i) Customer's failure to follow Google's environmental, installation, operation or maintenance instructions or procedures in the Documentation; (ii) Customer's mishandling, abuse, misuse, negligence, or improper storage, servicing, or operation of the Appliance (including without limitation use with incompatible equipment); or (iii) modifications, repairs or improper installation not performed by Google.

9.3 Exclusive Remedy. Google's entire liability and Customer's sole and exclusive remedy with respect to breach of the above warranty will be at Google's option: (a) repair of the Product in accordance with the TSSG; (b) replacement of the defective component or entire Appliance, as applicable; or (c) refund of the purchase price paid for the Appliance.

10. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) GOOGLE EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, TERMS, REPRESENTATIONS, AND UNDERTAKINGS; AND (B) GOOGLE DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE DOES NOT WARRANT THAT THE OPERATION OF THE APPLIANCE WILL BE ERROR-FREE OR UNINTERRUPTED. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

11. Term and Termination.

11.1 Term. Subject to Customer's payment of Fees, the term of the license granted in this Agreement for any Product will begin on the Shipment Date and will continue for the License Term, unless terminated earlier as set forth below.

11.2 Termination for Breach. Either party may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty

days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

11.3 Effect of Termination. **a. Termination for Google's Breach.** If the Agreement is terminated for Google's breach, the licenses granted herein regarding Customer's use of the product may, at Customer's option, continue for the remainder of the License Term, subject to Customer's continued compliance with this Agreement. **b. Termination for Customer's Breach.** If the Agreement is terminated for Customer's breach, then: (i) the License Term and all other rights and licenses granted by one party to the other, or any services provided by Google to Customer, will cease immediately; (ii) upon request, each party will promptly return all Confidential Information of the other party; (iii) all payments owed by Customer to Google are immediately due; and (iv) Customer must immediately return the Product to Google via Google's authorized return shipment process and, upon receipt by Google, title in the Hardware will revert to Google. **c. Expiration of the License Term.** The Appliance will cease functioning upon the expiration of the License Term. Customer may: (a) return the non-functioning Appliance to Google in accordance with the TSS; or (b) retain possession of the Hardware, but only if Customer erases all Software as instructed by Google. If Customer chooses to retain the Hardware and delete the Software, Customer must provide written certification to Google of this deletion within ten business days of the expiration of the License Term.

12. Limitation of Liability.

12.1 Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES, OR LOSSES OR EXPENSES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES, LOSSES OR EXPENSES DO NOT SATISFY A REMEDY.

12.2 Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

12.3 Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, or violations of a party's Intellectual Property Rights by the other party.

13. Limitation of Liability.

13.1 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim the Appliance used in accordance with

the Documentation and this Agreement infringes or misappropriates any patent, copyright, trade secret or trademark of that third party.

13.2 Exceptions. The obligations set forth in Section 13.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Appliance with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Appliance; (b) modification of the Appliance by anyone other than Google if the third party claim would have been avoided by use of the unmodified Appliance; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (d) Customer's use of the Appliance in a manner not in accordance with this Agreement or the Documentation; or (e) use of other than Google's most current release of the Appliance if the third party claim would have been avoided by use of the most current release or revision.

13.3 By Customer. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (a) a third party claim made against Google for infringement or misappropriation based on conduct by Customer as described in Section 13.2; or (b) Customer's breach of Section 15 (Export Compliance).

13.4 Possible Infringement. **a. Repair, Replace, or Modify.** If Google reasonably believes the Appliance infringes a third party's Intellectual Property Rights, then Google will: (a) procure for Customer the right to continue to use the Appliance; (b) replace the Appliance; or (c) modify the Appliance to avoid the alleged infringement. **b. Termination and Refund.** If Google does not reasonably believe the options in Section 13.4(a) are commercially reasonable, Google may terminate the license for the allegedly infringing Appliance and refund a percentage of the Fees paid by Customer through the date a third party claim occurs for the allegedly infringing Appliance, per Section 13.1, less depreciation for use assuming straight line depreciation over the Support Period.

13.5 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. **THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

14. Government Purposes (applicable to United States government customers only). The Product is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements 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 governed by the terms, conditions and covenants contained in the Google standard commercial license agreement, as contained herein.

15. Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws. This Section 15 will survive termination or cancellation of this Agreement.

16. Miscellaneous.

16.1 Notices. All notices must be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except assignment of the Agreement in its entirety to an Affiliate but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), (a) the party experiencing the change of control will provide written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.5 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.6 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

16.7 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

16.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law. This Agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

16.11 Amendments. Any amendments to this Agreement must be agreed upon in writing.

16.12 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

16.13 Entire Agreement. This Agreement, including any documents attached to this Agreement, and the Ordering Document, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement or in the Ordering Documents are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Ordering Document, the Agreement, and the terms located at any URL.

16.14 Counterparts. The parties may enter into this Agreement by executing the applicable Order Document, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Definitions.

"Admin Console" means the web based administrative console through which Customer can configure and administer the Appliance, and link to Google's online help center.

"Affiliate" means, with respect to either Google or Customer, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such party.

"Appliance" means the Software and Hardware.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Brand Features Guidelines" means the guidelines for third party use of Google's Brand Features, accessed at <http://www.google.com/permissions/guidelines.html> (or other such URL as periodically provided by Google).

"Confidential Information" means information disclosed by a party to the other party under this agreement that is marked as confidential or would normally be considered confidential under the circumstances. Information provided to Google by Customer during Google's provision of TSS is Customer's Confidential Information.

"Control" means control over greater than fifty percent of the voting rights or equity interests of a party.

"Customer Contacts" is defined in the TSSG.

"Customer Content" means content owned by, or lawfully licensed to, Customer. Customer Content may be located on servers that are owned and operated by Customer, or operated on Customers behalf.

"Documents" means the number of documents Customer may index, and is set forth on the Ordering Document.

"Documentation" means Google proprietary documentation in the form generally made available by Google to its customers for use with the Appliance, including documentation provided via the Admin Console help center.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Fees" means all applicable fees as set forth in the Ordering Document.

"GES Site" means the secure site and online portal provided by Google, accessed at <http://www.google.com/enterprise/portal> (or such other URL as may be updated by Google from time to time), which includes Documentation and an online knowledge base, and which links to related public content hosted elsewhere.

"Graphic" means an unaltered graphic in the form provided by Google for the purpose of identifying that the search function is provided by Google. Graphics may be accessed at: <http://www.google.com/permissions/using-productgraphics.html> (or other URL as may be updated by Google).

"Hardware" means the Google proprietary computer hardware.

"High Risk Activities" means 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.

"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.

"License Term" means the period of time during which Customer is authorized to use the Appliance, and will be set forth in the Ordering Document.

"Order Form" means the written Google order form for the Products Google will provide to Customer subject to this Agreement. All Order Forms are subject to this Agreement, and will contain at least: (i) Product name; (ii) Document limit, as applicable; (iii) price; (iv) type of TSS provided and the Support Period; (v) the License Term; and (vi) a reference number.

"Ordering Document" means either a Google Order Form, or a Google Quote.

"Other Users" means Customer's Affiliates, agents, contractors, or authorized end users.

"Primary System" means an Appliance for which Customer has obtained a license from Google.

"Product" means the Appliance and the Documentation.

"Restricted Use Appliance" means an Appliance identified on an Ordering Document as a hot back-up or development Appliance.

"Quote" means a written document supplied by Google specifying the Products Google will provide to Customer subject to this Agreement. All Quotes are subject to this Agreement, and will contain at least: (i) Product name; (ii) Document limit, as applicable; (iii) price; (iv) type of TSS provided and the Support Period; (v) the License Term; and (vi) a reference number.

"Shipment Date" means the date of shipment by Google or its designated agent.

"Software" means the Google proprietary computer software, in binary executable form only, which is installed on the Hardware. "Support Period" means the period of time, set forth on the Ordering Document, during which Google will provide TSS. Unless otherwise agreed to in writing, the Support Period will begin upon the later of: (i) Google's installation of the Products; or (ii) ten days following the Shipment Date. "TSS" means the technical support services provided by Google, in accordance with Google's TSSG, for the Products identified in the Ordering Document for Support Period. "TSSG" means Google's then current Technical Support Services Guidelines, which may be accessed at the following URL: <http://support.google.com/enterprise/terms> (or other such URL as Google provides periodically).

"Updates" is defined in the TSSG.

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