Exhibit A

Google-NASA Annex Agreement

For

Digital Library Conservation Activities

Project Type: Nonreimbursable

Project Lead (Google): B-6 B-6 @google.com, B-6 B-6

Project Lead (NASA): Stephanie Langhoff, Stephanie.R.Langhoff@nasa.gov, 650-604-6213

This Agreement Annex (or "Annex") is an amendment to the Google-NASA Space Act Agreement (SAA2-402045) dated November 3, 2006 (the "Agreement"), as specified in Section II of that Agreement.

1 Project Overview

1.1 Introduction and Purpose

This Annex shall be for the purpose of evaluating NASA Ames Research Center (ARC) library holdings and digitizing appropriate material to conserve it for the NASA community and to make suitable materials accessible to the public. This effort will benefit NASA because it will provide enhanced access for NASA to important research materials necessary for NASA missions and it will also reduce the storage and maintenance needs of ARC's library. Consistent with NASA's technology transfer, education, and communication goals, this project will provide enhanced, searchable public access to NASA's STI materials that have been approved as Publicly Available, in compliance with NASA Procedures and Guidelines. Google will benefit by providing an additional search capability for the public with access to unique and historical aerospace reference materials. Each capitalized term used in this Annex, but not defined herein, shall have the meaning ascribed to it in the Agreement.

1.2 Definitions

1.2.1 "Available Content" means the NASA Series and NACA Series print collections located at ARC as further described in Exhibit 1. Without limiting the foregoing, "Available Content" also includes content that NASA already has in its possession in digitized form, as of the Annex Effective Date.

1.2.2 "Digitize" means to convert content from a tangible, analog form into a digital electronic representation of that content. "Digitization", "Digitizing" and "Digitized" shall have corresponding meanings.

1.2.3 "Google Digital Copy" means a digital copy retained by Google of the Selected Content that is Digitized by Google.

1.2.4 "Google Services" means the Google products and services that are accessible through and otherwise provided by various computer and electronic technologies, networks (syndicated and otherwise), and systems, including, without limitation, mobile wireless services and Internet-based services accessible through the Google sites and any Google syndication partner sites.

1.2.5 "NASA Digital Copy" means the Digitized collection of the Selected Content that is Digitized by Google consisting of (a) a set of image and Optical Character Recognition (OCR) files, (b) associated meta information about the files such as which image files correspond to that digitized work and (c) the logical order of those image files.

1.2.6 "Publicly Available" means documents that contain Scientific and Technical Information in which the Government has ownership for civil servant- authored works or unlimited rights for works produced under Government funding. Such documents have been

reviewed by NASA and have been designated as documents that (a) are in the public domain, (b) are unclassified, (c) do not contain the following: information protected under the Privacy Act of 1974, export-controlled information, copyrighted or proprietary information, and (d) have no distribution limitations.

1.2.7 "Science and Technical Information" or "STI" means the collected set of facts, analyses and conclusions resulting from scientific, technical and related engineering research and development efforts, both basic and applied.

1.2.8 "Selected Content" means the portion of the Available Content that is Publicly Available and that Google and NASA agree to Digitize.

1.3 Project Description

The project involves the initial screening and identification, by NASA, of Available Content that is Publicly Available. NASA and Google will jointly determine the Selected Content which will be Digitized by Google. NASA will receive the NASA Digital Copy of the Selected Content. Google plans to use the Google Digital Copy as part of Google Services.

1.4 Responsibilities and Technical Summary

1.4.1 Google shall use commercially reasonable efforts to perform the following responsibilities:

1. Google shall work with NASA to address the following issues with respect to the Selected Content: resource quality, format, optimal scanning approach, and possible copyright issues, if necessary.

2. Google shall provide NASA with a sample format of the NASA Digital Copy and advise NASA on best ways to leverage, and integrate, the Selected Content with NASA's existing digital collection maintained by the NASA STI program.

3. Google shall work with NASA to identify Selected Content.

4. Google and NASA agree that Selected Content may be removed from the NASA premises to perform Digitization in facilities in B-4 B-4 B-4 B-4 controlled by Google. Google shall provide and be responsible for commercially reasonable transport methods and temporary storage areas. Google shall use commercially reasonable efforts to minimize damage to the Selected Content, including handling the Selected Content in accordance with special handling instructions, as required.

5. Google shall use non-destructive scanning to Digitize the Selected Content providing the necessary technology (determined by Google).

Such technology shall be non-destructive, unless authorized otherwise by the NASA Technical Library Contact, listed below. Notwithstanding the foregoing, Google shall have no obligation to digitize any portion of the Available Content nor to use any portion of the Google Digital Copy as part of the Google Services. However, Google's decision to cease Digitization activities under this Agreement and thus fail to provide the NASA with a NASA Digital Copy shall not be taken without prior consultation with NASA. Likewise, notwithstanding anything in this Agreement to the contrary, NASA shall not be obligated to participate in the Digitization program described in this Agreement with respect to any or all of the Available Content. However, NASA's decision not to participate in the Digitization program shall not be made without prior consultation with Google enabling Google to minimize investments in operations required to perform the Digitization. Furthermore, notwithstanding anything in this Agreement to the contrary, if Google determines, in its sole discretion, not to Digitize some of the Selected Content in connection with one or more specific projects, whether due to cost issues, conservation concerns or otherwise, Google shall have no obligation to NASA with respect to digitizing, making available to NASA patrons (including but not limited to the Hosted Solution) or delivering the NASA Digital Copy with respect to such Selected Content.

6. Google shall return the Selected Content to NASA in the like manner in which it was collected after Google completes Digitizing the Selected Content.

7. Google shall provide NASA with the NASA Digital Copy of the Selected Content via a network connection, or in any other manner mutually agreed upon by the parties.

8. During the Term, Google shall provide searchable online access to the Google Digital Copy at no charge to NASA, its patrons, researchers and staff, via a website that will be hosted by Google (the "Hosted Solution"). The design, layout, content, functions and features of the Hosted Solution will be determined by Google.

9. To the extent that Google uses any Digitized Selected Content in connection with any Google Services, Google shall provide a service, at no cost, to end users (a) for both search and display of search results, and (b) for access to the display of the full text of public domain works contained in the Digitized Selected Content.

1.4.2 NASA Ames Research Center shall use reasonable efforts to perform the following responsibilities:

Legal Dept. TS Google

1. NASA shall identify the Publicly Available content.

2. NASA shall work with Google to identify the Selected Content.

3. NASA shall locate, pull and package the Selected Content; move the Selected Content to a designated location at the NASA facility where Google can collect it; and reshelf the Selected Content upon its return to the designated location at the NASA facility when the Digitization is complete.

4. NASA shall work with Google to address the following issues with respect to the Selected Content: resource quality, format, optimal scanning approach, and possible copyright issues, if necessary.

5. NASA shall work with Google to determine the best ways to leverage, and possibly integrate, the Selected Content with NASA's existing digital collection maintained by the NASA STI program.

6. NASA shall respond to administrative questions and issues that arise during the course of the Annex. Such questions can be directed to the NASA Technical Library Point of Contact, listed below.

1.5 Expected Results

This project is expected to advance NASA's technology transfer, education, and communication goals by providing enhanced, searchable public access to NASA's STI materials. In addition, Google expects to provide an additional search capability for the public with access to unique and historical aerospace reference materials.

1.6. Ownership and Use of Digital Copies

1.6.1 The parties understand that the Selected Content will only include works that are Publicly Available. Both Google and NASA agree and intend to perform this Annex in compliance with copyright law, other federal laws, and NASA policies for releasing Scientific and Technical Information. Each party will be responsible for the determination of how to treat a work for each jurisdiction at its sole discretion. Not withstanding such determination, if either party believes a work (portion thereof) should be treated as an in-copyright work then, within forty-eight (48) hours of such notice, such work (or portion thereof) shall be treated as an in-copyright work for use in the relevant country. In addition, Google and NASA will implement processes whereby any person or entity can request Google not to Digitize any Available Content or to cease the display or use of any Digitized Selected Content which each party will comply so long as the person or entity making the request is a copyright holder or has apparent authority to act on behalf of the copyright holder.

1.6.2 Subject to the restrictions set forth in this Annex, Google may use the Google Digital Copy as part of Google Services. Google may incorporate the Digitized Selected Content into the Google Services, both collectively and its component parts, including any and all other works of authorship included therein. Google shall have the right in its sole discretion, to (a) index the full text or content, (b) serve and display full-sized digital images corresponding to those portions, (c) make available full text of content for printing and download and (d) provide or license such copies to third parties (including, without limitation, to its syndication partners).

1.6.3 NASA shall have the right to use the NASA Digital Copy, subject to copyright law, (1) as part of services offered on NASA websites to further NASA's mission to disseminate information and (2) internally for research, scholarly, and academic purposes. NASA may not charge, receive payment or other consideration for the NASA Digital Copy, except that NASA may recover reasonable copying and printing costs actually incurred. Except as provided in this section above, NASA shall not provide, license or sell the NASA Digital Copy to any third party without Google's approval. The parties acknowledge, however, that third parties may access portions of the NASA Digital Copy through NASA websites. NASA shall, if necessary approvals are obtained, provide a factual statement on NASA websites indicating that certain works were digitized by Google under an agreement between NASA and Google.

1.6.4 NASA shall continue to maintain document security on NASA websites and shall (1) maintain technological measures to restrict automated access to any portion of the NASA Digital Copy of the portions of the NASA website on which any portion of the NASA Digital Copy is available (e.g., through the use of the robots.txt protocol); (2) maintain technological measures to restrict (a) mass downloading of the works provided to NASA as part of the NASA Digital Copy and (b) automatic and systematic downloading from its website image files from the NASA Digital copy; and (3) implement security and handling procedures that are mutually agreed to by the parties.

2 Project Management

2.1 Schedule

The schedule and major milestones are as follows:

Activity	Date
Evaluation Activities	1-6 months from Effective Date
Identify Selected Content	1-12 months after Evaluation Activities
Digitization Activities	1-24 months after Selected Content Identified
Searchable online capability	3-31 months after Digitization Activities
NASA Digital Copies Provided	Immediately following and no later than 3 months after completion of Digitization Activities

The above schedule and milestones are estimates based on the parties' current understanding of the projected use of the facilities and equipment by NASA personnel. In the event NASA's

projected use changes, Google shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted. The parties agree that NASA's use of its own facilities, equipment, and personnel, for NASA purposes and in furtherance of NASA's mission, shall have priority over the usage planned in this Agreement. NASA in its sole discretion shall determine whether to exercise that priority, if a conflict arises. Likewise, should a conflict arise between two commercial users, NASA in its sole discretion shall determine the priority between the two users.

2.2 Personnel

The following technical and business personnel are designated as the key officials for their respective party. These key officials are the principal points of contact between the parties in the performance of this Agreement.

Key Personnel:

NASA

Name: Stephanie Langhoff, Ph.D.
Title: Chief Scientist
Address: NASA Ames Research Center
Mail Stop 207-3
Moffett Field, CA 94035 – 1000
E-mail: slanghoff@mail.arc.nasa.gov
Tel. No. 650-604-6213
Fax No. 650-604-6673

Google Inc.

Name: B-6 B-6
Title: Director, Online Sales & Operations
Address: Google, Inc.
1600 Amphitheatre Parkway
Mountain View CA 94043
E-Mail B-6 B-6 @google.com
Tel. No. B-6 B-6
Fax No.

NASA Technical Library Contact:

Name: John Adams
Title: Center Operations
General Services Lead
Address: NASA Ames Research Center
Mail Stop 220-17
Moffett Field, CA 94035 – 1000
E-mail: John.Adams@nasa.gov
Tel. No. 650-604-5828

Google Book Search Technical Contact

Name: B-6 B-6
Title: Manager, Google Book Search/
Library Partnerships Team
Address: Google Inc.
1600 Amphitheatre Parkway
Mountain View CA 94043
E-Mail B-6 B-6 @google.com
Tel. No. B-6 B-6

2.3 Financial Obligations and Resources

This Annex is a non-reimbursable. Each party will fund its own participation under this Annex.

3 Liability and Risk of Loss

3.1 This Annex is subject to the Liability and Risk of Loss provisions contained within Section VI of the Agreement between NASA Ames Research Center and Google (signed November 3, 2006).

3.2 Notwithstanding anything to the contrary herein, if a third party copyright dispute arises with respect to the Selected Content, Google shall withhold such work from the NASA Digital Copy and NASA will delete such works that were previously provided to NASA as part of the NASA Digital Copy. Notice of any third party dispute shall be provided to the NASA Technical Library Contact and the Google Book Search Technical Contact.

4. Identified Intellectual Property, including Proprietary Data

4.1 This Annex is subject to the Intellectual Property provisions contained within Section VII of the Agreement between NASA Ames Research Center and Google (signed November 3, 2006).

4.2 Upon Google's request and in NASA's sole discretion the following will be determined with respect to Joint Inventions:

- NASA will use reasonable efforts to grant Google, consistent with the requirements of 37 C.F.R. Part 404, an exclusive or partially exclusive license on terms to be subsequently negotiated to NASA's undivided interest in such Joint Inventions.

4.3 No Background Data will be used in this Project.

4.4 NASA represents that the Available Content that is provided or made available by NASA to Google is (i) Publicly Available and (ii) has been reviewed pursuant to the currently applicable NASA review process and NASA has found that there are no copyright issues related to the dissemination and use of such Available Content.

5. Duration and Modification

Duration of this Annex (the "Annex Term") is 31 (thirty-one) months after the date of the last signature to this Annex ("Effective Date"). Modifications of this Annex may be approved only by a written modification of this Annex, signed by the authorized representatives of the Parties.

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Legal Dept. TF

IN WITNESS WHEREOF, each party has caused this Agreement Annex to be executed by its duly authorized representative.

NASA:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States of America

By: _____
S. Pete Worden
Director, NASA Ames Research Center

Dated: 4/17/07

Google:

GOOGLE Inc., a Delaware corporation

By: _____
Name: DAVID EUN
Title: Vice President, Content Partnerships
Google, Inc.

Dated: _____

APPROVED
MAY 2 2007