

**AMENDMENT NO. 1 TO
SPACE ACT AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
GOOGLE INC.
FOR
RESEARCH AND DEVELOPMENT COLLABORATION**

This Amendment No. 1 (the "Amendment") to the Space Act Agreement effective 3 November 2006, SAA2-402045, (the "Agreement") is entered into as of DEC 21 2006 (the "Amendment Effective Date"), by and between Google Inc. having its principal place of business at 1600 Amphitheatre Pkwy, Mountain View, California 94043 ("Google"), and the National Aeronautics and Space Administration ("NASA"), Ames Research Center ("ARC"), Moffett Field, California 94035-1000. The capitalized terms in this Amendment are as defined in the Agreement, unless expressly defined otherwise in this Amendment.

RECITALS:

WHEREAS, Google and NASA desire to amend the terms of the Agreement on the terms set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt of which both parties hereby acknowledge, the parties agree to amend the Agreement as follows:

AGREEMENT

1. Section V, Financial Obligations, paragraphs A and B, of the Agreement are hereby deleted in their entirety and replaced by the following new paragraphs A and B:

A. Each party will fund its own participation in this Agreement.

B. In the event that the parties contemplate a transfer of funds as reimbursement by Google to NASA for the cost of certain NASA activities related to this Agreement and identified in Annex Agreements, the parties agree that:

1. Google shall reimburse NASA the estimated cost identified in the Annex, as appropriate, for NASA to carry out certain responsibilities under this Agreement and the Annex Agreements. Payment must be made by Google in advance of initiation of NASA's efforts. In no event will NASA transfer any U.S. Government funds to Google under this Agreement.

2. To facilitate advance payments by Google, NASA will create an account (the "Reimbursable Account") for the sole purpose of funding Projects documented by fully executed Annexes under this Agreement. Upon the execution of an Annex between Google and NASA under this Agreement, NASA will draw down from this Reimbursable Account an amount equal to the estimated cost of performing each Project as set forth in each applicable Annex.

3. Payment shall be made in the form of a check payable to NASA Ames Research Center and sent to:

Collection Agent
Financial Management Division



NASA Ames Research Center
Mail Stop 203-18
Moffett Field, CA 94035

4. NASA will not provide services or incur costs beyond the available funding amount. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this agreement will be accomplished for the above estimated amount. Should the effort cost more than estimate, Google will be advised by NASA as soon as possible. Google shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should the Agreement and/or Annex be terminated, or the effort completed and cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within six (6) months after completion of all effort under this Agreement, and promptly thereafter, return any unspent funds to Google.

2. Within seven (7) business days following the Amendment Effective Date, Google shall deliver to NASA the sum of two million U.S. dollars (\$2,000,000) for creation of the Reimbursable Account.
3. Any conflict between the terms of the Agreements and this Amendment are intended to be resolved in favor of this Amendment.
4. Except as otherwise provided herein, all terms of the Agreements remain unchanged and in full force and effect.

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

GOOGLE INC.

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

By: *Erick*

By: *[Signature]*

Name: ERIC SCHMIDT

Name: SIMON D WOODSON

Title: CEO

Title: DIRECTOR, NASA AMES

Date: 11/10/06

Date: 2006 2006

