

### ORDER FOR SUPPLIES OR SERVICES

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 02/28/2010		2. CONTRACT NO. (If any)		6. SHIP TO: See Line Item Detail	
3. ORDER NO. DOC40PAPT1002110		4. REQUISITION/REFERENCE NO. PRG 280P1000078		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) Office of Procurement, US Patent and Trademark Office, PO Box 1450-Ma# Stop 6, 600 Dulany St., MDE, 7th Floor, ALEXANDRIA, VA 22313-1450		7. TO:		b. STREET ADDRESS	
e. NAME OF CONTRACTOR		c. CITY		d. STATE	e. ZIP CODE
b. COMPANY NAME GOOGLE.COM		f. SHIP VIA		8. TYPE OF ORDER	
c. STREET ADDRESS 1600 AMPHITHEATRE PKWY		d. CITY MOUNTAIN VIEW		e. STATE CA	f. ZIP CODE 94043-1351
9. ACCOUNTING AND APPROPRIATION DATA 2010 - Z - - - - - 2887 - - - - -		10. REQUISITIONING OFFICE OCIO/DSSM/Office of Acquisition Management, US Patent and Trademark Office, 600 Dulany Street, Madison West, Room 4A51, Alexandria, VA 22313		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.  <input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> h. VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT BA. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	

**17. SCHEDULE (See reverse for Rejections)**

UNIT NO.	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
(1)									

See Section B

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: (571) 272-8400							
	a. NAME OFFICE OF FINANCE							17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Dir. US Patent & Trademark Ofc, PO Box 1450, Ma# Stop 17							
c. CITY Alexandria		d. STATE VA	e. ZIP CODE 22313			\$0.00		
22. UNITED STATES OF AMERICA BY (Signature) <i>V. Anne Tugbang</i>						23. NAME (Typed) V'Anne Tugbang TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)  
Prescribed by GSA/FAR 48 CFR 53.213(f)

**Section B - Supplies or Services and Prices/Costs**

Public Data Dissemination Bridge purchase order includes a Base period of twenty-four (24) months. See attached Statement of Work (SOW).

ITEM NO.	SUPPLY OR SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Public Data Dissemination Bridge.	1.000000	LOT	\$0.0000	\$0.00
Period of Performance: 02/26/2010 - 02/25/2012		Delivery Schedule:			
		<u>Delivery Number</u>	<u>Delivery Date</u>	<u>Quantity</u>	
Description: See attached for further details.					
Requisition Number: 280P1000078					
Base/Option (Period or Quantity): Base					
1. 2010 - Z - - - - - 2697 - - - - -					
\$0.00					

Procurement Office POC: V'Anne Tugbang 571-272-6550  
 Program/Technical POC: John Owens 571-272-9400  
 Legal POC: Lisa Obayashi 571-272-7011  
 Contractor POC: John Orwant orwant@google.com

**Accounting and Appropriations Data:**

<p><b>Accounting and Funding Total:</b></p> <p>\$0.00</p>
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**Section I - Contract Clauses**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov>

PTO-01 Purchase Order Terms and Conditions

02/02/2007

If this procurement is for a commercial item(s) as defined by FAR 2.101, then the authority for this procurement is FAR Part 12 "Acquisition of Commercial Items", and FAR 52.212-4 "Contract Terms and Conditions - Commercial Items" is hereby incorporated.

If this procurement is not for a commercial item(s), then the authority for this procurement is FAR Part 13 "Simplified Acquisition Procedures", and FAR 52.213-4 "Terms and Conditions - Simplified Acquisitions (Other than Commercial Items)" is hereby incorporated. Additional Information:

Contractors/Offerors should note the clauses above incorporate Central Contractor Registration (CCR) requirements. Registration in CCR is required for contract award."

(End of clause)

## Section J - List of Attachments

### Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
3	Statement of Work	01/28/2010	
4	Contractor License Agreement	02/25/2010	

## Content License Agreement

This Content License Agreement is entered into by and between Google Inc., a Delaware corporation, and its affiliates ("Google"), and the U.S. Patent and Trademark Office ("Licensor"). This agreement will be effective as of the date signed by Google below (the "Effective Date").

### 1 DEFINITIONS.

1.1 "Licensed Content" means the Public PAIR information/data provided by Licensor to Google or retrieved by Google pursuant to the delivery mechanism described in Section 3.1 (Delivery).

1.2 "Distribution Partner" means a third party under an agreement with Google to use Google products or services internally or provide or display Google products or services to end users.

### 2 LICENSED CONTENT.

2.1 License. Licensor grants to Google a nonexclusive, worldwide, royalty-free license to: (a) copy, distribute, publicly perform, publicly display, and otherwise use the Licensed Content in connection with Google products or services, which license will be perpetual with respect to Licensed Content used in Google products or services displayed in television broadcasts, print media, CDs, DVDs, or other fixed media; and (b) sublicense the license in subsection (a) to end users and Distribution Partners in connection with Google products or services. Google may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as Google.

2.2 Reservation of Rights. Except for the license rights granted in this agreement, Licensor retains all rights in the Licensed Content. This agreement does not limit the rights and permissible uses that Google would have independent of this agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws. Google and its other licensors retain all rights in any content used or created in connection with the Licensed Content, including ownership of (a) corrections to the Licensed Content, and (b) end user-generated content in the Google products and services. Nothing in this agreement will restrict Google from using content Google obtains from a source other than Licensor under this agreement.

### 3 DELIVERY, RETRIEVAL; UPDATES.

3.1 Delivery, Retrieval. Within 30 days after the Effective Date, Licensor will provide the Licensed Content to Google in accordance with Google's technical requirements or as otherwise mutually agreed. Without limiting Licensor's obligations in the previous sentence, Google may also retrieve Licensed Content directly from Licensor's website(s). Licensor will provide to Google at least the Licensed Content described in Exhibit A. If the Licensed Content includes URLs, those URLs will link directly to a webpage relevant to the Licensed Content without launching any new windows.

3.2 Updates. During the Term, Licensor will provide updates to the Licensed Content on a regular basis in the manner described in Section 3.1 (Delivery). The updated Licensed Content will be updated as frequently and will be as high in quality and broad in scope as corresponding content that Licensor provides to any other party.

4 **WARRANTIES.** Each party represents and warrants that it has full power and authority to enter into this agreement. Licensor represents and warrants that it has all necessary rights to grant the licenses set forth in Section 2.

5 **DISCLAIMERS, LIMITATION OF LIABILITY.** EXCEPT FOR THE EXPRESS WARRANTIES MADE BY THE PARTIES IN SECTION 4, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. EXCEPT FOR (1) BREACHES OF CONFIDENTIALITY UNDER SECTION 6.1, (A) NEITHER PARTY WILL BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED \$10,000.

## 6 **CONFIDENTIALITY; PUBLICITY.**

### 6.1 **Confidentiality.**

(a) **Definition.** "Confidential Information" is information disclosed by one party to the other party under this agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.

(b) **Confidentiality Obligations.** The recipient will 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. The recipient, its affiliates, employees, and agents may use Confidential Information only to exercise rights and fulfill obligations under this agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.

6.2 **Publicity.** Neither party may make any public statement regarding the relationship contemplated by this agreement without the other's prior written approval.

## 7 **TERM AND TERMINATION.**

7.1 **Term.** Unless terminated earlier in accordance with this agreement, this agreement will: (a) begin on the Effective Date; and (b) continue for 24 months.

7.2 **Termination.** Either party may terminate this agreement if the other party materially breaches any material provision of this agreement and fails to cure the breach within 30 days after receiving written notice of the breach from the non-breaching party. Google may terminate this agreement immediately upon written notice to Licensor if Licensor breaches its representations and warranties in Section 4 of this agreement (Warranties).

7.3 **Effects of Termination.** When this agreement terminates:

(a) Licensor will cease providing Google with Licensed Content and, if applicable, provide an empty feed to Google using the delivery mechanism described in Section 3.1 (Delivery) to replace the Licensed Content;

(b) Subject to Section 2.2, Google will use commercially reasonable efforts to cease display of the Licensed Content to end users within 120 days after termination (or, if applicable, provision of the empty feed); except that (i) Licensed Content that was incorporated into fixed media during the Term may continue to be displayed and (ii) any sublicenses that Google grants during the Term will continue for the remaining term of the applicable sublicense.

7.4 Survival. Sections 1, 2.2, and 4 through 8 will survive any termination or expiration of this agreement.

## 8 MISCELLANEOUS.

8.1 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.

8.2 Assignment. Neither party may assign or transfer any part of this agreement without the written consent of the other party, except 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 under the agreement. Any other attempt to transfer or assign is void.

8.3 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 30 days after it receives the written notice in subsection (a).

8.4 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.

8.5 No Waiver. Failure to enforce any provision will not constitute a waiver.

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

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

8.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

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

8.10 Governing Law. This agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws.

8.11 Amendments. Any amendment must be in writing and expressly state that it is amending this agreement.

8.12 Counterparts. The parties may execute this agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

8.13 Entire Agreement. This agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

The parties have executed this agreement by persons duly authorized as of the Effective Date.

Google: <b>GOOGLE INC.</b>	Licensors: <b>U.S. PATENT AND TRADEMARK OFFICE</b>
By: <i>[Signature]</i>	By: <i>[Signature: V. Anne Tugbarig]</i>
Print Name: <i>Keat Walker</i>	Print Name: V. Anne Tugbarig
Title: <i>General Counsel</i>	Title: Contracting Officer
Date: <i>3/6/10</i>	Date: February 26, 2010

**Addresses for notices:**

Attention: Google Legal Department	Attention: USPTO Office of the General Counsel - Office of General Law
1600 Amphitheatre Parkway	Address: 600 Dulany Street
Mountain View, CA 94043	Address: Alexandria, VA 22314
Fax: (650) 618-1806	Fax: (571) 273-0099
Email: legal-notices@google.com	Email: lisa.obayashi@uspto.gov



## EXHIBIT A

### LICENSED CONTENT

#### Patents

Licensors will make a best effort to provide (in unaltered form) and at no cost to Google:

- Published Patent Applications and Patent Grants Bibliographic Data (PALM) Transaction History (PALM)
- Image File Wrapper (IFW) Images (IFW)
- Continuity Data (PALM)
- Patent Term Adjustments (PALM)
- Foreign Priority (PALM)
- Assignments (AHD)
- Patent Maintenance Fees (RAM)
- Correspondence Address (PALM)
- Attorney/Agent Information (PALM)
  
- Patent Bibliographic (i.e., Front Page) Products - Grants
- Patent Bibliographic (i.e., Front Page) Products - Applications
- Patent Full-Text Products - Grants
- Patent Full-Text Products - Applications
- Patent Image Products - Grants
- Patent Image Products - Applications
- Patent Assignment Products
- Patent Classification Products
- Patent Maintenance Fee Products
- Patent Full-Text OCR Products - Grants

#### Trademarks

License shall make a best effort to provide Google with the following Trademark bulk information at no cost for distribution (in unaltered form):

- All Trademark cropped images (TDR)
- Trademark Daily Application Image 24 Hour Box (XML/TIFF/JPEG) (2010 Calendar Year Subscription)
- USAMark (2010 Calendar Year (monthly) Subscription)
- USAMark (Backfile 1870 through 2009)
- Trademark Retrospective/XML (Applications, Assignments, and TTAB)



### Public Data Dissemination Statement of Work

Using commercially reasonable efforts and at no cost to the USPTO or public, Google, Inc., will provide the following in relation to the Public Dissemination of Bulk Data:

- Crawl and Serve Public PAIR information/data to the public. Google can not modify the base deliverable – bulk downloads must be in unaltered form (“as is”).
- Make all public USPTO patent and trademark information provided by the USPTO to Google available to the public 24 x 7
- Make all public USPTO patent and trademark bulk information provided by the USPTO to Google available to the USPTO and the public as soon as practical

The USPTO will utilize best efforts to provide Google access to Public PAIR information/data (no reCAPTCHA and no timeouts of sessions). Electronic information products (EIP) that Google currently purchases will be provided in CY2010/11 at no charge. In addition, USPTO will make a best effort to provide at no cost to Google:

- Published Patent Applications and Patent Grants Bibliographic Data (PALM) Transaction History (PALM)
- Image File Wrapper (IFW) Images (IFW)
- Continuity Data (PALM)
- Patent Term Adjustments (PALM)
- Foreign Priority (PALM)
- Assignments (AHD)
- Patent Maintenance Fees (RAM)
- Correspondence Address (PALM)
- Attorney/Agent Information (PALM)
- The USPTO shall make every effort to provide Google with the following (in unaltered form):

- Patent Bibliographic (i.e., Front Page) Products - Grants
- Patent Bibliographic (i.e., Front Page) Products - Applications
- Patent Full-Text Products - Grants
- Patent Full-Text Products - Applications
- Patent Image Products - Grants
- Patent Image Products - Applications
- Patent Assignment Products
- Patent Classification Products
- Patent Maintenance Fee Products
- Patent Full-Text OCR Products - Grants

- The USPTO will utilize best efforts to provide Google with the following Trademark bulk information at no cost for distribution (in unaltered form):
  - All Trademark cropped images
  - Trademark Daily Application Image 24 Hour Box (XML/TIFF/JPEG) (2010 Calendar Year Subscription)
  - USAMark (2010 Calendar Year (monthly) Subscription)
  - USAMark (Backfile 1870 through 2009)
  - Trademark Retrospective/XML (Applications and Assignments)
- As USPTO segregates new data sets, they will also be provided to Google.