AMENDMENT TO THE INFORMATION SERVICES AGREEMENT

This AMENDMENT TO THE INFORMATION SERVICES AGREEMENT (this "**Agreement**") is entered into effective as of September 30, 2016 ("**Execution Date**") by and among Apple Inc., Apple Distribution International ("**ADI**"), and Apple South Asia Pte. Ltd. ("**ASA**" and collectively with Apple Inc., ADI and their respective subsidiaries, "**Apple**"), on the one hand, and Google Inc., Google Ireland Limited ("**GIL**"), and Google Asia Pacific Pte. Ltd. ("**GAP**" and collectively with Google Inc., GIL and their respective subsidiaries, "**Google**"), on the other hand, amending that certain Information Services Agreement dated December 20, 2002 between Apple, Inc. and Google Inc. (as amended or otherwise modified prior to the Execution Date and as amended by this Agreement, the "**ISA Agreement**"). The provisions of this Agreement are effective as of the Execution Date, and the remaining provisions of the ISA Agreement remain unchanged and in full force and effect.

1.   Use and Implementation of Google Services in Apple Software

(a)   Safari (Web Browser Software)

Apple will pre-set and use the Services as the Default search service for Search Queries in Apple's web browser software (e.g., Safari or successor versions) designed for use on (i) one or more of the following Apple operating systems: iOS, watchOS, tvOS, macOS or any other operating system software made generally available by Apple during the Term, or (ii) the Microsoft Windows operating system (such web browser software, the "**Web Browser Software**"). During the Term, Apple's use of the Services as Default in the Web Browser Software will remain substantially similar to its use (including, without limitation, vis-a-vis other providers of internet services) as of the Execution Date of this Agreement (such use, the "**Permissible Software Default Use**").

Subject to the Permissible Software Default Use, Apple shall not be limited in its ability to alter, modify and innovate its Web Browser Software, and Google shall not be limited in its ability to control branding, presentation, and use of the Services.

"**Default**" means the Services will automatically be used for responding to Search Queries initiated from the Web Browser Software, unless the End User selects a different third-party search service.

"**Search Query**" means any textual, voice, image or other input entered by an End User in the Web Browser Software or Siri or Spotlight (or successor versions) that requests information; provided however, that subject to the Permissible Software Default Use, Apple may determine an End User's input is not a Search Query so long as Apple's determination is based exclusively on its intent to provide a superior user experience.

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JX0033
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"**Services**" means Google's search services made generally available at www.google.com and the applicable international equivalents thereof (or successor versions) that handle Search Queries initiated from the Web Browser Software in accordance with the ISA Agreement.

"**End User**" means a user of the Web Browser Software, Spotlight, or Siri.

(b) Spotlight

Redacted

(c) Siri

Redacted

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Subject to the Permissible Software Default Use, Apple will not use Siri in response to Search Queries from the Web Browser Software, unless Apple's use is based exclusively on its intent to provide a superior user experience.

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(d) Provision of Query Set

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(e) Reporting

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2. Advertising and Monetization

Following the initial implementation of the Spotlight Services or Siri Services, if Apple includes ads or paid listings in Siri or Spotlight (or successor versions), Apple will offer Google the opportunity to supply such ads or paid listings under the financial terms set forth in Section 4 of this Agreement and on equivalent implementation terms. Redacted

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4. Ad Revenue Share

Effective September 1, 2016 Google will pay Apple Redacted of its Net Ad Revenue for the remainder of the Term.

Redacted

5. CEO Check-Ins

Agreement Purpose

Both parties agree they are entering into this Agreement for the following purposes (collectively, the "**Agreement Purpose**"): (1) to create tangible and intangible value for each party, (2) to increase the revenue performance of each party, and (3) to improve the search experience and performance of the Services, the Spotlight Services and the Siri Services for End Users on Apple products.

Annual CEO Check-In

At the end of each contract year, or earlier if reasonably requested by a party, Chief Executive Officers from each party will meet to review and discuss in good faith the performance of the ISA Agreement vis-a-vis the Agreement Purpose, and, upon request, to confirm each party's compliance with the terms of the ISA Agreement ("**Annual CEO Check-In**"). The parties mutually agree to address and resolve in good faith any issues identified during the Annual CEO Check-In that are interfering or have interfered with the Agreement Purpose. If a particular issue is under the reasonable control of Apple, then Apple will have primary responsibility for addressing and resolving such issue in good faith, with input from Google. If a particular issue is under the reasonable control of Google, then Google will have primary responsibility for addressing and resolving in good faith such issue, with input from Apple. The parties will have joint responsibility for addressing and resolving in good faith any other issues identified during the Annual CEO Check-Ins that are not under the reasonable control of one party.

6. Limitation of Liability

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Redacted

7. **Term & Termination**

Redacted

8. **Branding, Presentation and Usage**

Redacted

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9. Regulatory and Government Actions

Apple and Google will cooperate to support and defend the ISA Agreement, work in good faith to modify it if necessary to resolve regulatory concerns, and not intentionally delay or prevent implementation of the ISA Agreement.

Redacted

10. Audit

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11. **Assignment**

Redacted

12. **Parties and Affiliates**

Redacted

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13. Amendment

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14. Tax

Redacted

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[Remainder of page intentionally blank; Signature page follows]

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Redacted

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

By: ___Redacted___

Print Name: DANIEL ALEGRE

Title: President

Date: Sept. 30, 2016

1600 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

By: _____

Print Name: _____

Title: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Apple South Asia Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

By: _____

Print Name: _____

Title: _____

Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

Google Asia Pacific Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

8 Marina View, Asia Square 1 #30-01
Singapore 018960

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Redacted

GOOG-DOJ-02696804

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1900 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple Inc.

Redacted

By: _____

Print Name: _Eddy Cue_

Title: _SVP Internet Software & Svcs_

Date: _9/29/16_

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

By: _____

Print Name: _____

Title: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Apple South Asia Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

By: _____

Print Name: _____

Title: _____

Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

Google Asia Pacific Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

8 Marina View, Asia Square 1 #30-01
Singapore 018960

12

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.	**Apple, Inc.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
1900 Amphitheatre Parkway Mountain View, CA 94043 Tel: (650) 330-0100 Fax: (650) 618-1711	1 Infinite Loop, MS 301-4GC Cupertino, CA 95014 Tel: (408) 996-1010 Fax: (408) 966-0275

Apple Distribution International	**Apple South Asia Pte. Ltd.**
By: Redacted	By: _____
Print Name: MICHAEL SULLIVAN	Print Name: _____
Title: DIRECTOR	Title: _____
Date: 29th SEPT 2016	Date: _____
Hollyhill Industrial Estate Hollyhill, Cork, Ireland Tel: (353) 21 4284000	No. 7 Ang Mo Kio Street 64 Singapore 569086 Tel: (65) 6481 5511

Google Ireland Limited	**Google Asia Pacific Pte. Ltd.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Gordon House, Barrow Street Dublin 4, Ireland	8 Marina View, Asia Square 1 #30-01 Singapore 018960

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GOOG-DOJ-02696806

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1900 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

By: _____

Print Name: _____

Title: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Apple South Asia Pte. Ltd. Redacted

By: _____

Print Name: POH HWEE HWEE

Title: Director

Date: 9/29/16

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

By: _____

Print Name: _____

Title: _____

Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

Google Asia Pacific Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

8 Marina View, Asia Square 1 #30-01
Singapore 018960

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.	Apple Inc.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
1600 Amphitheatre Parkway Mountain View, CA 94043 Tel: (650) 330-0100 Fax: (650) 618-1711	1 Infinite Loop, MS 301-4GC Cupertino, CA 95014 Tel: (408) 996-1010 Fax: (408) 966-0275

Apple Distribution International	Apple South Asia Pte. Ltd.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Hollyhill Industrial Estate Hollyhill, Cork, Ireland Tel: (353) 21 4284000	No. 7 Ang Mo Kio Street 64 Singapore 569086 Tel: (65) 6481 5511

Redacted

Google Ireland Limited	Google Asia Pacific Pte. Ltd.
By: Redacted	By: _____
Print Name: KOMÁN HARRIS	Print Name: _____
Title: DIRECTOR	Title: _____
Date: 30/09/2016	Date: _____
Gordon House, Barrow Street Dublin 4, Ireland	8 Marina View, Asia Square 1 #30-01 Singapore 018960

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GOOG-DOJ-02696808

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.	Apple Inc.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
1600 Amphitheatre Parkway Mountain View, CA 94043 Tel: (650) 330-0100 Fax: (650) 618-1711	1 Infinite Loop, MS 301-4GC Cupertino, CA 95014 Tel: (408) 996-1010 Fax: (408) 966-0275

Apple Distribution International	Apple South Asia Pte. Ltd.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Hollyhill Industrial Estate Hollyhill, Cork, Ireland Tel: (353) 21 4284000	No. 7 Ang Mo Kio Street 64 Singapore 569086 Tel: (65) 6481 5511

Google Ireland Limited	Google Asia Pacific Pte. Ltd.
By: _____	By: _____ Redacted
Print Name: _____	Print Name: MARCO BORLA
Title: _____	Title: DIRECTOR
Date: _____	Date: SEP 30, 2016
Gordon House, Barrow Street Dublin 4, Ireland	8 Marina View, Asia Square 1 #30-01 Singapore 018960

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