

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
June 4, 2026

ALPHABET INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37580
(Commission
File Number)

61-1767919
(IRS Employer
Identification No.)

1600 Amphitheatre Parkway
Mountain View, CA 94043
(Address of principal executive offices, including zip code)

(650) 253-0000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.001 par value	GOOGL	Nasdaq Stock Market LLC (Nasdaq Global Select Market)
Class C Capital Stock, \$0.001 par value	GOOG	Nasdaq Stock Market LLC (Nasdaq Global Select Market)
2.375% Senior Notes due 2028	—	Nasdaq Stock Market LLC
2.500% Senior Notes due 2029	—	Nasdaq Stock Market LLC
4.125% Senior Notes due 2029	—	Nasdaq Stock Market LLC
3.200% Senior Notes due 2030	—	Nasdaq Stock Market LLC
2.875% Senior Notes due 2031	—	Nasdaq Stock Market LLC
3.450% Senior Notes due 2032	—	Nasdaq Stock Market LLC
4.625% Senior Notes due 2032	—	Nasdaq Stock Market LLC
3.000% Senior Notes due 2033	—	Nasdaq Stock Market LLC
3.125% Senior Notes due 2034	—	Nasdaq Stock Market LLC
3.625% Senior Notes due 2034	—	Nasdaq Stock Market LLC

3.375% Senior Notes due 2037	—	Nasdaq Stock Market LLC
3.500% Senior Notes due 2038	—	Nasdaq Stock Market LLC
4.100% Senior Notes due 2039	—	Nasdaq Stock Market LLC
5.500% Senior Notes due 2041	—	Nasdaq Stock Market LLC
4.000% Senior Notes due 2044	—	Nasdaq Stock Market LLC
3.875% Senior Notes due 2045	—	Nasdaq Stock Market LLC
4.500% Senior Notes due 2045	—	Nasdaq Stock Market LLC
4.000% Senior Notes due 2054	—	Nasdaq Stock Market LLC
5.875% Senior Notes due 2058	—	Nasdaq Stock Market LLC
4.800% Senior Notes due 2045	—	Nasdaq Stock Market LLC
4.375% Senior Notes due 2064	—	Nasdaq Stock Market LLC
6.125% Senior Notes due 2126	—	Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.***Equity Distribution Agreement***

On June 1, 2026, Alphabet Inc. (“Alphabet” or the “Company”) entered into an equity distribution agreement (the “Equity Distribution Agreement”) with Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, and Morgan Stanley & Co. LLC (each, a “Manager” and collectively, the “Managers”), under which the Company may offer and sell, from time to time in its sole discretion, up to \$40 billion of shares of Class A Common Stock and Class C Capital Stock (together, the “Shares”), through an “at-the-market” offering program (the “ATM Offering”).

Upon delivery of a placement notice and subject to the terms and conditions of the Equity Distribution Agreement, the Managers will use reasonable efforts consistent with their normal trading and sales practices, applicable state and federal laws, rules and regulations, and the rules of the Nasdaq Global Select Market to sell the Shares from time to time based upon the Company’s instructions for the sales, including any price, time or size limits specified by the Company. Under the Equity Distribution Agreement, the Managers may sell the Shares by any method permitted by law, including in ordinary brokers’ transactions, to or through a market maker, directly on or through the Nasdaq Global Select Market or any other market venue where the securities may be traded, in the over-the-counter market, in privately negotiated transactions, or through a combination of any such methods of sale. The Company is not obligated to sell any Shares under the Equity Distribution Agreement and may at any time suspend solicitation and offers under the Equity Distribution Agreement. The Managers’ obligations to sell the Shares under the Equity Distribution Agreement are subject to satisfaction of certain conditions, including customary closing conditions.

The Equity Distribution Agreement provides that the Managers will be entitled to compensation for their services in the form of a commission of up to 0.5% of the gross offering proceeds of Shares sold under the Equity Distribution Agreement, and the Company has agreed to reimburse the Managers for certain specified expenses. The Company has also agreed to provide the Managers with customary indemnification and contribution rights. The Equity Distribution Agreement may be terminated for any reason by the Company at any time by giving written notice to the Managers or by any Manager at any time, with respect to such Manager only, by giving written notice to the Company.

The sales and issuances of the Shares under the Equity Distribution Agreement will be made pursuant to a shelf registration statement on Form S-3 initially filed with the Securities and Exchange Commission (the “SEC”) on June 1, 2026 (Registration No. 333-296395) (the “Shelf Registration Statement”), a base prospectus, dated June 1, 2026, included as part of the Shelf Registration Statement and a prospectus supplement, dated June 1, 2026.

The foregoing description of the Equity Distribution Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Equity Distribution Agreement, a copy of which is filed herewith as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated herein by reference.

A validity opinion issued by the Company’s counsel with respect to the Shares sold in the ATM Offering is filed as Exhibit 5.1 hereto.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of such securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Item 7.01. Regulation FD Disclosure.

Copies of the Company's press releases related to the announcement of the launch and pricing of the Stock Offering as described under Item 1.01 are furnished as Exhibits 99.1 and 99.2 to this Current Report on Form 8-K. The offering (the "Depository Share Offering") of two series of depository shares representing two series of mandatory convertible preferred stock that is also described in these press releases is expected to close June 5 and will be described in a Current Report on Form 8-K filed on that date.

Item 8.01. Other Events.***Class A Common Stock and Class C Capital Stock Offering***

On June 2, 2026, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC as the representatives (the "Representatives") of the underwriters (the "Underwriters"), pursuant to which the Company agreed to issue and sell 25,459,689 shares of Class A Common Stock, \$0.001 par value ("Class A Common Stock") at a price of 355.1982 per share, and 25,459,689 shares of Class C Capital Stock, \$0.001 par value ("Class C Capital Stock") at a price of 351.8018 per share (such offering, the "Stock Offering").

Pursuant to the Underwriting Agreement, the Company granted the Underwriters 30-day options to purchase up to an additional 3,818,953 shares of Class A Common Stock and an additional 3,818,953 shares of Class C Capital Stock, solely to cover over-allotments, if any. On June 3, 2026, the Underwriters exercised each option in full. The underwriters of the Depository Shares Offering simultaneously exercised in full their options to acquire 50,000,000 additional depository shares.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, a copy of which is filed herewith as Exhibit 1.2 to this Current Report on Form 8-K and is incorporated herein by reference.

A validity opinion issued by the Company's counsel with respect to the Class A Common Stock and Class C Capital Stock sold in the Stock Offering is filed as Exhibit 5.2 hereto.

The Stock Offering was made pursuant to the Shelf Registration Statement, a base prospectus, dated June 1, 2026, included as part of the Shelf Registration Statement and a prospectus supplement, dated June 2, 2026.

On June 1, 2026, the Company entered into a securities purchase agreement (the "Purchase Agreement") with an affiliate of Berkshire Hathaway Inc. ("Berkshire Hathaway") for the sale of 14,212,035 shares of Class A Common Stock at a price per share of approximately \$351.81 and 14,359,656 shares of Class C Capital Stock at a price per share of approximately \$348.20 (collectively, the "Private Placement Shares"), for gross proceeds of \$10 billion. The Private Placement Shares are being issued to Berkshire Hathaway in a private placement relying upon the exemption provided by Section 4(a)(2) of the Securities Act of 1933 as a transaction not involving a public offering. In connection with the private placement, the Company also entered into a registration rights letter agreement with Berkshire Hathaway, pursuant to which the Company has agreed to file a registration statement with the SEC to register the resale of the Private Placement Shares.

Item 9.01. Financial Statements and Exhibits.**(d)Exhibits**

Exhibit No.	Description
1.1	<u>Equity Distribution Agreement, dated June 1, 2026 between Alphabet and Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC</u>
1.2	<u>Form of Underwriting Agreement (Stock) (incorporated by reference to Exhibit 1.2 to Alphabet Inc's Form S-3; File No: 333-296395)</u>
5.1	<u>Opinion of Cleary Gottlieb Steen & Hamilton LLP with respect to the ATM Offering</u>
5.2	<u>Opinion of Cleary Gottlieb Steen & Hamilton LLP with respect to the Stock Offering</u>
23.1	<u>Consent of Cleary Gottlieb Steen & Hamilton LLP (included in Exhibit 5.1)</u>
23.2	<u>Consent of Cleary Gottlieb Steen & Hamilton LLP (included in Exhibit 5.2)</u>
99.1	<u>Press Release issued by Alphabet Inc. dated June 1, 2026</u>
99.2	<u>Press Release issued by Alphabet Inc. dated June 2, 2026</u>
104	Cover Page Interactive Data File (formatted as inline XBRL)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 4, 2026

ALPHABET INC.

/s/ Anat Ashkenazi

Anat Ashkenazi

Senior Vice President, Chief Financial Officer

ALPHABET INC.
Class A Common Stock (\$0.001 par value)
Class C Capital Stock (\$0.001 par value)
Having an Aggregate Offering Price of up to
\$40,000,000,000
Equity Distribution Agreement

June 1, 2026

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

J.P. Morgan Securities LLC
270 Park Avenue
New York, New York 10017

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

Alphabet Inc., a Delaware corporation (the “**Company**”) confirms its agreement (this “**Agreement**”) with Goldman Sachs & Co. LLC (“**Goldman**”), J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (each a “**Manager**” and, collectively, the “**Managers**”) as follows. To the extent there are no additional managers, the term Managers as used herein shall mean Goldman.

1. Description of Shares. The Company proposes to issue and sell through or to the Managers, as sales agents and/or principals, shares of the Company’s Class A common stock, \$0.001 par value (the “**Class A Common Stock**”) and the Company’s Class C capital stock, \$0.001 par value (the “**Class C Capital Stock**” and, together with the Class A Common Stock, the “**Stock**”) having an aggregate offering price of up to \$40,000,000,000 (the “**Shares**”), from time to time during the term of this Agreement and on the terms set forth in Section 3 of this Agreement. The Company hereby appoints the Managers as exclusive agents of the Company for the purpose of making offers and sales of the Shares. The Company agrees that whenever it determines to sell the Shares directly to a Manager as principal, it will enter into a separate agreement (each, a “**Terms Agreement**”) in substantially the form of Annex I hereto, relating to such sale in accordance with Section 3 of this Agreement. Certain terms used herein are defined in Section 20 hereof.

2. Representations and Warranties. The Company represents and warrants to, and agrees with, the Managers at the Execution Time and on each such time the following representations and warranties are repeated or deemed to be made pursuant to this Agreement, as set forth below.

(a) Form S-3. The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission on June 1, 2026 an automatic shelf registration statement, as defined in Rule 405, on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale from time to time of the Shares, among other securities of the Company. Such Registration Statement, including any amendments thereto filed prior to the Execution Time or prior to any such time this representation is repeated or deemed to be made, became effective upon filing pursuant to Rule 462(e) under the Act. No order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the Company's knowledge, threatened by the Commission. The Company shall file with the Commission the Prospectus Supplement relating to the Shares in accordance with Rule 424(b) promptly after the Execution Time (but in any event in the time period prescribed thereby), which shall comply in all material respects with the applicable requirements of the Act and the rules thereunder, and, except to the extent the Managers shall agree in writing to a modification, shall be in all substantive respects in the form furnished to the Managers prior to the Execution Time or prior to any such time this representation is repeated or deemed to be made. The Registration Statement, at the Execution Time, each such time this representation is repeated or deemed to be made, and at all times during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 or any similar rule) in connection with any offer or sale of Shares, meets the requirements set forth in Rule 415(a)(1)(x). The initial Effective Date of the Registration Statement was not earlier than the date three years before the Execution Time. Any reference herein to the Registration Statement, the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, the Prospectus Supplement, any Interim Prospectus Supplement or the Prospectus, as the case may be, deemed to be incorporated therein by reference. Notwithstanding the foregoing, the representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement or any post-effective amendment or the Prospectus or any amendments or supplements thereto, made in reliance upon and in conformity with information furnished to the Company in writing by the Managers relating to the Managers expressly for use therein.

(b) Successor Registration Statement. To the extent that the Registration Statement is not available for the sales of the Shares as contemplated by this Agreement, the Company shall file a new registration statement with respect to any additional Stock necessary to complete such sales of the Shares and shall cause such registration statement to become effective as promptly as practicable. After the effectiveness of any such registration statement, all references to "Registration Statement" included in this Agreement shall be deemed to include such new registration statement, including all documents incorporated by reference therein pursuant to Item 12 of Form S-3, and all references to "Base Prospectus" included in this Agreement shall be deemed to include the final form of prospectus, including all documents incorporated therein by reference, included in any such registration statement at the time such registration statement became effective.

(c) No Material Misstatements or Omissions in the Registration Statement. On each Effective Date, at each deemed effective date with respect to the Managers pursuant to Rule 430B(f)(2) under the Act, at each Applicable Time, at each Settlement Date, at each Time of Delivery and at all times during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 or any similar rule) in connection with any offer or sale of Shares, the Registration Statement complied and will comply in all material respects with the applicable requirements of the Act and the rules and regulations thereunder and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and on the date of any filing pursuant to Rule 424(b), at each Applicable Time, on each Settlement Date, at each Time of Delivery and at all times during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 or any similar rule) in connection with any offer or sale of Shares, the Prospectus (together with any supplement thereto) complied and will comply in all material respects with the applicable requirements of the Act and the rules and regulations thereunder and did not and will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to statements or omissions in the Registration Statement or the Prospectus (or any supplement thereto) based upon Manager Information (as defined in Section 8(b)).

(d) Disclosure Package. At each Applicable Time, at each Settlement Date and each Time of Delivery, the Disclosure Package does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements or omissions in the Disclosure Package based upon Manager Information.

(e) Ineligible Issuer. (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Act) and (ii) as of any Applicable Time (with such date being used as the determination date for purposes of this clause (ii)), the Company is not an “ineligible issuer” (as defined in Rule 405) and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(f) Notice of Other Sales. Prior to the execution of this Agreement, the Company has not, directly or indirectly, offered or sold any Shares by means of any “prospectus” (within the meaning of the Act) or used any “prospectus” (within the meaning of the Act) in connection with the offer or sale of the Shares, and from and after the execution of this Agreement, the Company will not, directly or indirectly, offer or sell any Shares by means of any “prospectus” (within the meaning of the Act) or use any “prospectus” (within the meaning of the Act) in connection with the offer or sale of the Shares, other than the Prospectus, as amended or supplemented from time to time in accordance with the provisions of this Agreement; the Company has not, directly or indirectly, prepared, used or referred to any Issuer Free Writing Prospectus.

(g) Regulation M. Each of the Class A Common Stock and Class C Capital Stock constitutes an “actively-traded security” exempted from the requirements of Rule 101 of Regulation M under the Exchange Act by subsection (c)(1) of such rule.

(h) Sales Agency Agreements. The Company has not entered into any other sales agency agreements or other similar arrangements with any agent or any other representative in respect of any at the market offering (within the meaning of Rule 415(a)(4) under the Act) of the Shares.

(i) Offering Materials. The Company has not distributed and will not distribute, prior to the termination of this Agreement, any offering material in connection with the offering and sale of the Shares other than the Prospectus and any Issuer Free Writing Prospectus reviewed and consented to by the Managers and identified in Schedule I hereto.

(j) Good Standing. The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own or lease its property and to conduct its business as described in the Disclosure Package, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the business of the Company and its subsidiaries, taken as a whole, or on the performance by the Company of its obligations under this Agreement in connection with the issuance and sale of the Shares (a “Material Adverse Effect”); the Company’s authorized capital stock conforms in all material respects as to legal matters to the description thereof contained in or incorporated by reference into the Disclosure Package and all of the issued and outstanding capital stock of the Company has been duly authorized and is validly issued, fully paid and nonassessable.

(k) Subsidiaries. Each subsidiary of the Company that is a “significant subsidiary” as defined in Rule 405 (individually, a “Subsidiary” and collectively, the “Subsidiaries”) has been duly incorporated (or formed, as the case may be), is validly existing as a corporation (or limited partnership or limited liability company, as the case may be) in good standing under the laws of the jurisdiction of its incorporation (or formation, as the case may be), has the power and authority (corporate or other) to own or lease its property and to conduct its business as described in the Disclosure Package; and each Subsidiary is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect; and all of the issued and outstanding capital stock of each Subsidiary has been duly authorized and is validly issued, fully paid and nonassessable.

(l) Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(m) Due Authorization of the Shares. The Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable; and the issuance of the Shares is not subject to any preemptive or similar rights.

(n) Shares. The Shares will conform in all material respects to the description thereof contained in the Registration Statement, the Disclosure Package and the Prospectus.

(o) No Preemptive or Registration Rights. Except as disclosed in the Disclosure Package, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to include any securities with the securities registered pursuant to the Registration Statement.

(p) No Conflict or Violation. No consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement or in connection with the issuance and sale of the Shares, except such as (i) may be required by the securities or “blue sky” laws of the various states or other jurisdictions in connection with the issuance and sale of the Shares or (ii) the failure of which to obtain would not reasonably be expected to have a Material Adverse Effect.

(q) Absence of Violations, Defaults and Conflicts. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement and the issuance and sale of the Shares, will not contravene (i) any provision of applicable law; (ii) the certificate of incorporation or by-laws of the Company; (iii) any agreement or other instrument binding upon the Company; or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any Subsidiary (except, in the case of (i), (iii) and (iv), for contraventions that would not reasonably be expected to have a Material Adverse Effect).

(r) Title to Property. The Company and its Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case, which is material to the business of the Company and its subsidiaries, taken as a whole, in each case free and clear of all liens, encumbrances and defects except such as are described in the Disclosure Package or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries, taken as a whole; and any real property and buildings held under lease by the Company and its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries, in each case except as described in the Disclosure Package.

(s) Filings and Governmental Licenses. The Company and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses except for such certificates, authorizations and permits, the failure of which to obtain, would not reasonably be expected to have a Material Adverse Effect, and neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect, except as described in the Disclosure Package.

(t) Nasdaq Listing. The Company's Stock has been registered pursuant to Section 12(b) of the Exchange Act and the shares of Class A Common Stock and Class C Capital Stock have been listed on the Nasdaq Global Select Market ("**Nasdaq**"), and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Stock under the Exchange Act or the listing of the Stock (including the Shares) on Nasdaq, nor has the Company received any notification that the Commission or Nasdaq is contemplating terminating such registration or listing.

(u) Absence of Proceedings. There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any of its Subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Disclosure Package and are not so described or any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Disclosure Package or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(v) Financial Statements. The financial statements and the related notes thereto included or incorporated by reference in the Registration Statement and the Prospectus comply or will comply in all material respects with the applicable requirements of the Act and the Exchange Act, as applicable, and present fairly the financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in all material respects in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby, and the supporting schedules included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein; and the other financial information included or incorporated by reference in the Registration Statement or Disclosure Package has been derived from the records of the Company and its subsidiaries and presents fairly the information shown thereby. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly present the required information and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(w) Investment Company Act. The Company is not required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(x) Possession of Intellectual Property. To the knowledge of the Company or except as disclosed in the Disclosure Package, the Company and its Subsidiaries own or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, except where the failure to own, possess or acquire any of the foregoing would not result in a Material Adverse Effect; and, except as described in the Disclosure Package, neither the Company nor any of its Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing that, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

Any certificate signed by any authorized officer of the Company and delivered to the Managers or counsel for the Managers in connection with an offering of Shares shall be deemed a representation and warranty by the Company to each Manager as to the matters covered thereby on the date of such certificate.

The Company acknowledges that the Managers and, for purposes of the opinions to be delivered pursuant to Section 4 hereof, counsel for the Company and counsel for the Managers, will rely upon the accuracy and truthfulness of the foregoing representations and hereby consents to such reliance.

3. Sale and Delivery of Shares. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company and the Managers agree that the Company may from time to time seek to sell Shares through a Designated Manager, acting as sales agent, or directly to any of the Managers acting as principal, as follows:

(a) The Company may submit to a Designated Manager its orders (including any price, time or size limits or other customary parameters or conditions) to sell Shares on any Trading Day (as defined herein) in a form and manner as mutually agreed to by the Company and such Designated Manager. As used herein, “**Trading Day**” shall mean any trading day on Nasdaq.

(b) Subject to the terms and conditions hereof, each Manager, at any time it is a Designated Manager, shall use its reasonable efforts to execute any Company order submitted to it hereunder to sell Shares and with respect to which such Designated Manager has agreed to act as sales agent. The Company acknowledges and agrees that (i) there can be no assurance that a Designated Manager will be successful in selling the Shares, (ii) a Designated Manager will incur no liability or obligation to the Company or any other person or entity if it does not sell Shares for any reason other than a failure by a Designated Manager to use its reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Shares as required under this Agreement and (iii) no Manager shall be under any obligation to purchase Shares on a principal basis pursuant to this Agreement, except as otherwise specifically agreed by Manager and the Company. The Designated Manager may make sales pursuant to each order by any method permitted by law, including without limitation (i) by means of ordinary brokers’ transactions (whether or not solicited), (ii) to or through a market maker, (iii) directly on or through any national securities exchange or facility thereof, a trading facility of a national securities association, an alternative trading system, or any other market venue, (iv) in the over-the-counter market, (v) in privately negotiated transactions, or (vi) through a combination of any such methods.

(c) The Company shall not authorize the issuance and sale of, and a Designated Manager shall not sell as sales agent, any Share at a price lower than the minimum price therefor designated from time to time by the Company as authorized by the board of directors of the Company (the “**Board**”) and notified to a Designated Manager in writing. In addition, the Company or a Designated Manager may upon notice to the other party hereto by telephone (confirmed promptly by email), suspend an offering of the Shares with respect to which that Designated Manager is acting as sales agent; *provided, however*, that such suspension or termination shall not affect or impair the parties’ respective obligations with respect to the Shares sold hereunder prior to the giving of such notice.

(d) The compensation to a Designated Manager for sales of the Shares with respect to which such Designated Manager acts as sales agent hereunder shall be up to 0.5% of the gross offering proceeds of the Shares sold pursuant to this Agreement as mutually agreed to in writing by such Designated Manager and the Company. The foregoing rate of compensation shall not apply when a Manager, acting as principal, purchases Shares from the Company pursuant to a Terms Agreement. Any compensation or commission due and payable to any Managers hereunder with respect to any sale of Shares shall be paid by the Company to such Managers concurrently with the settlement for sales of the Shares by deduction from the proceeds from sales of the Shares payable to the Company. The remaining proceeds, after further deduction for any transaction fees imposed by any governmental or self-regulatory organization in respect of such sales shall constitute the net proceeds to the Company for such Shares (the “**Net Proceeds**”).

(e) Settlement for sales of the Shares pursuant to this Agreement will occur on the first Trading Day following the date on which such sales are made (each such day, a “**Settlement Date**”). On each Settlement Date, the Shares sold through a Designated Manager for settlement on such date shall be issued and delivered by the Company to such Designated Manager against payment of the Net Proceeds from the sale of such Shares. Settlement for all such Shares shall be effected by free delivery of the Shares, in definitive form, by the Company or its transfer agent to such Designated Manager’s or its designee’s account (*provided* such Designated Manager shall have given the Company written notice of such designee prior to the Settlement Date) at The Depository Trust Company through its Deposit and Withdrawal at Custodian System or by such other means of delivery as may be mutually agreed upon by the parties hereto, in return for payments in same day funds delivered to the account designated by the Company. If the Company, or its transfer agent (if applicable) shall default on its obligation to deliver the Shares on any Settlement Date, the Company shall (i) hold each applicable Designated Manager harmless against any loss, claim, damage, or expense (including reasonable legal fees and expenses), as incurred, arising out of or in connection with such default by the Company and (ii) pay each such Designated Manager any commission, discount or other compensation to which it would otherwise be entitled absent such default.

(f) If acting as sales agent hereunder, the Designated Manager shall provide written confirmation (which may be by email) to the Company following the close of trading on Nasdaq each day in which the Shares are sold under this Agreement setting forth (i) the amount of each class of the Shares sold on such day and the gross offering proceeds received from such sale and (ii) the commission payable by the Company to such Designated Manager with respect to such sales.

(g) At each Applicable Time, Settlement Date, Representation Date (as defined in Section 4(k)) and Filing Date (as defined in Section 4(r)), the Company shall be deemed to have affirmed each representation and warranty contained in this Agreement as if such representation and warranty were made as of such date, modified as necessary to relate to the Registration Statement and the Prospectus as amended as of such date. Any obligation of a Designated Manager to use its reasonable efforts to sell the Shares on behalf of the Company as sales agent shall be subject to the continuing accuracy of the representations and warranties of the Company herein (and the completion of any diligence to verify such accuracy by such Designated Manager), to the performance by the Company of its obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 7 of this Agreement.

(h) Subject to such further limitations on offers and sales of Shares or delivery of instructions to offer and sell Shares as are set forth herein and as may be mutually agreed upon by the Company and a Designated Manager, the Company shall not request the sale of any Shares that would be sold, and no Designated Manager shall be obligated to sell, (i) during any period in which the Company's insider trading policy would prohibit the purchase or sale of any Shares by any of its officers or directors, or (ii) during any other period in which the Company is, or could be deemed to be, in possession of material non-public information.

(i) If the Company wishes to issue and sell the Shares pursuant to this Agreement directly to any of the Managers acting as principal (each, a "**Placement**"), it will notify the Manager or Managers of the proposed terms of such Placement. If such Manager or Managers, acting as principal, wishes to accept such proposed terms (which a Manager may decline to do for any reason in its sole discretion) or, wishes to accept amended terms proposed by the Company after further discussion, such Manager or Managers and the Company will enter into a Terms Agreement setting forth the terms of such Placement. The terms set forth in a Terms Agreement will not be binding on the Company or such Manager or Managers unless and until the Company and such Manager or Managers have each executed such Terms Agreement accepting all of the terms of such Terms Agreement. In the event of a conflict between the terms of this Agreement and the terms of a Terms Agreement, the terms of such Terms Agreement will control.

(j) Each Placement shall be made in accordance with the terms of this Agreement and, if applicable, a Terms Agreement, which will provide for the sale of such Shares to, and the purchase thereof by, such Manager. A Terms Agreement may also specify certain provisions relating to the reoffering of such Shares by a Manager. The commitment of a Manager to purchase the Shares pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement shall specify the number of the Shares to be purchased by a Manager pursuant thereto, the price to be paid to the Company for such Shares, any provisions relating to rights of, and default by, underwriters acting together with such Manager in the reoffering of the Shares, and the time and date (each such time and date being referred to herein as a "**Time of Delivery**") and place of delivery of and payment for such Shares.

(k) Under no circumstances shall the number and aggregate amount of the Shares sold pursuant to this Agreement and any Terms Agreement exceed (i) the aggregate amount set forth in Section 1, (ii) the number of shares of Stock of each class available for issuance under the currently effective Registration Statement or (iii) the number and aggregate amount of the Shares authorized from time to time to be issued and sold under this Agreement by the Board, or a duly authorized committee thereof, and notified to the Managers in writing.

(l) The Company agrees that any offer to sell Shares, any solicitation of an offer to buy Shares or any sales of Shares shall only be effected by or through only one Manager on any given day, but in no event by more than one, and the Company shall in no event request that more than one Manager sell shares on the same day; *provided however*, that the foregoing limitation shall not restrict the Company from executing any sales of Shares before 9:30 a.m. (New York City time) or after 4:00 p.m. (New York City time) on any such day with a single other Manager (to the extent the Company has confirmed that no other Manager is actively offering to sell Shares, soliciting offers to buy Shares or selling Shares at such time).

(m) If the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the Exchange Act are not satisfied with respect to the Company or the Shares, the Company shall promptly notify the Managers and future offers and sales of Shares through the Managers on an agent basis for the Company under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party. If the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the Exchange Act become satisfied with respect to the Company or the Shares, the Company shall promptly notify the Managers.

4. Agreements. The Company agrees with each of the Managers that:

(a) The Company, during the period when a prospectus is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), will not file any amendment to the Registration Statement or supplement (including the Prospectus Supplement or any Interim Prospectus Supplement) to the Base Prospectus, the Disclosure Package or the Prospectus, in each case relating to the offering and sale of the Shares, unless the Company has previously furnished the Managers a copy thereof for their review and will not file any such proposed amendment or supplement to which they reasonably object, *provided, however*, that the foregoing requirement shall not apply to any of the Company's periodic or current reports required to be filed with or furnished to the Commission pursuant to Section 13(a), 13(c), 13(f), 14 or 15(d) of the Exchange Act or to any other report that the Company in its good faith judgment believes is required by law or regulation to be filed with or furnished to the Commission. The Company has prepared the Prospectus, in a form approved by the Managers, and shall file such Prospectus, as amended at the Execution Time, with the Commission pursuant to the applicable paragraph of Rule 424(b) promptly after the Execution Time (but in any event within the time period described thereby) and will cause any supplement to the Prospectus to be prepared, in a form approved by the Managers, and will file such supplement with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed thereby and will notify the Managers of such timely filing. The Company, subject to this Section 4(a) and Section 4(c), will comply with the requirements of Rule 430B. During any period when the delivery of a prospectus relating to the Shares is required (including in circumstances where such requirement may be satisfied pursuant to Rule 172 or any similar rule) to be delivered under the Act in connection with the offering or sale of the Shares, the Company will promptly advise the Managers (A) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (B) when, during any period when the delivery of a prospectus (whether physically or through compliance with Rule 172 or any similar rule) is required under the Act in connection with the offering or sale of the Shares, any amendment to the Registration Statement or any new registration statement relating to the Shares shall have been filed or become effective (other than a prospectus supplement relating solely to the offering of

securities other than the Shares), (C) of the receipt of any comments from the Commission, (D) of any request by the Commission or its staff for any amendment of the Registration Statement, or for any supplement to the Prospectus or for any additional information, (E) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice of objection of the Commission to the use of such Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) or the institution or threatening of any proceeding for that purpose and (F) the receipt by the Company of any notification with respect to the suspension of the qualification of the Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use commercially reasonable efforts to prevent the issuance of any such stop order or notice of suspension of qualification and, if issued, to obtain as soon as possible the withdrawal thereof, unless the Company shall, in its sole judgment, determine that it is in the Company's best interest not to do so.

(b) If, at any time on or after an Applicable Time but prior to the related Settlement Date or Time of Delivery, any event occurs or condition exists as a result of which the Disclosure Package would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in the light of the circumstances when the prospectus is to be delivered, not misleading, or in the Company's opinion it is necessary to amend or supplement the Disclosure Package to comply with applicable law, the Company will (i) use commercially reasonable efforts to promptly notify the relevant Managers so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) subject to paragraph (a) of this Section 4, amend or supplement the Disclosure Package to correct such statement or omission or effect such compliance; and (iii) supply any amendment or supplement to the relevant Managers in such quantities as the Managers may reasonably request.

(c) If, during the period when a prospectus relating to the Shares is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs or condition exists as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances when the prospectus is to be delivered, not misleading, or in the Company's opinion it is necessary to amend the Registration Statement or supplement the Prospectus to comply with applicable law, the Company will (i) use commercially reasonable efforts to promptly notify the Managers of any such event, (ii) prepare and file with the Commission, subject to the first sentence of paragraph (a) of this Section 4, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use commercially reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus and (iv) supply any supplemented Prospectus to the Managers in such quantities as the Managers may reasonably request.

(d) As soon as practicable, the Company will make generally available to its security holders and to the Managers an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 (other than any such earnings statement available via the Commission's EDGAR system).

(e) The Company will furnish to the Managers and counsel for the Managers, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Manager a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by a Manager or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of the Prospectus and any Issuer Free Writing Prospectus and any supplement thereto as the Managers may reasonably request.

(f) The Company will endeavor to qualify the Shares for offer and sale under the securities or “blue sky” laws of such jurisdictions as you shall reasonably request; provided, however, that nothing contained herein shall require the Company to qualify to do business in any jurisdiction, to execute a general consent to service of process in any state or to subject itself to taxation in any jurisdiction in which it is otherwise not so subject.

(g) The Company agrees that, unless it has or shall have obtained the prior written consent of the relevant Designated Manager, and each Manager, severally and not jointly, agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Shares that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus” (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433; *provided* that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule I hereto. Any such free writing prospectus consented to by the Managers or the Company is hereinafter referred to as a “**Permitted Free Writing Prospectus**.” The Company agrees that (i) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (ii) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(h) The Company, during the period when a prospectus is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), will timely file all documents required to be filed with the Commission pursuant to Section 13 or 14 of the Exchange Act.

(i) The Company will not (i) take, directly or indirectly, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares or (ii) sell, bid for, purchase or pay any person (other than as contemplated by this Agreement or any Terms Agreement) any compensation for soliciting purchases of the Shares.

(j) The Company will, at any time during the term of this Agreement, as supplemented from time to time, advise the Managers promptly after it shall have received notice or obtain knowledge thereof, of any information or fact that would materially alter or affect any opinion, certificate, letter and other document provided to the Managers pursuant to Section 7 herein.

(k) Subject to Section (l) hereof, upon commencement of the offering of the Shares under this Agreement (if requested by the Managers) (and upon the recommencement of the offering of the Shares under this Agreement following the termination of a suspension of sales hereunder), and each time that (i) the Registration Statement or the Prospectus shall be amended or supplemented (other than (A) an Interim Prospectus Supplement filed pursuant to Rule 424(b) pursuant to Section 4(r) of this Agreement, (B) a prospectus supplement relating solely to the offering or resale of securities other than the Shares or (C) the filing with the Commission of any report under the Exchange Act except such reports referred to in Section 4(k)(ii)), (ii) there is filed with the Commission any annual report on Form 10-K or quarterly report on Form 10-Q, or any other document that contains financial statements or financial information that is incorporated by reference into the Prospectus, or any amendment thereto, or (iii) the Shares are delivered to one or more Managers as principal at the Time of Delivery pursuant to a Terms Agreement (the date of such commencement (in the case that the above-mentioned request is made by a Manager), the date of each such recommencement and the date of each such event referred to in (i), (ii) and (iii) above, a **“Representation Date”**), the Company shall furnish or cause to be furnished to the Managers forthwith a certificate dated and delivered on such Representation Date, as the case may be, in form satisfactory to the Managers to the effect that the statements contained in the certificate referred to in Section 7(d) of this Agreement which were last furnished to the Managers are true and correct at the time of such Representation Date, as though made at and as of such time (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such time) or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in said Section 7(d), modified as necessary to relate to the Registration Statement, the Disclosure Package and the Prospectus as amended and supplemented to the time of delivery of such certificate.

(l) The requirement to provide a certificate under Section 4(k) shall be waived for any Representation Date occurring at a time when no Company order submitted to any Manager hereunder to sell Shares is pending or a suspension of sales hereunder is in effect, which waiver shall continue until the earlier to occur of the date the Company submits an order to any Manager to sell Shares hereunder (which shall be considered a Representation Date) and the next occurring Representation Date arising from the filing of the Company’s Annual Report on Form 10-K. Notwithstanding the foregoing, if the Company subsequently decides to sell Shares following a Representation Date when the Company relied upon the foregoing waiver and therefore did not provide the Managers with a certificate under Section 4(k), then before the Company submits an order for the sale of Shares or any Manager sells any Shares pursuant to such order, the Company shall provide the Managers with a certificate in conformity with Section 4(k) dated as of the date that the order for the sale of Shares is submitted to any Manager hereunder, provided that for the avoidance of doubt, such date the certificate is delivered pursuant to the foregoing sentence shall also be a Representation Date.

(m) At each Representation Date with respect to which the Company is obligated to deliver a certificate pursuant to Section 4(k) for which no waiver is applicable, the Company shall furnish or cause to be furnished to the Managers and to counsel to the Managers a written opinion and disclosure letter of Cleary Gottlieb Steen & Hamilton LLP, counsel to the Company (**“Company Counsel”**), or other counsel reasonably satisfactory to the Managers, dated and delivered on such Representation Date, in form and substance satisfactory to the Managers, of the same tenor as the opinion referred to in Section 7(b) of this Agreement, but modified as necessary to relate to the Registration Statement, the Disclosure Package and the Prospectus as amended and supplemented to the time of delivery of such opinion.

(n) At each Representation Date with respect to which the Company is obligated to deliver a certificate pursuant to Section 4(k) for which no waiver is applicable, Davis Polk & Wardwell LLP, counsel to the Managers, shall deliver a written opinion and disclosure letter, dated and delivered on such Representation Date, in form and substance satisfactory to the Managers, of the same tenor as the opinions and disclosure letter referred to in Section 7(c) of this Agreement but modified as necessary to relate to the Registration Statement, the Disclosure Package and the Prospectus as amended and supplemented to the time of delivery of such opinion.

(o) At each Representation Date with respect to which the Company is obligated to deliver a certificate pursuant to Section 4(k) for which no waiver is applicable, the Company shall cause Ernst & Young LLP (the “**Accountants**”), or other independent accountants satisfactory to the Managers forthwith, to furnish the Managers a letter, dated and delivered on such Representation Date, in form and substance satisfactory to the Managers of the same tenor as the letter referred to in Section 7(e) of this Agreement but modified to relate to the Registration Statement, the Disclosure Package and the Prospectus, as amended and supplemented to the date of such letter.

(p) At each Representation Date with respect to which the Company is obligated to deliver a certificate pursuant to Section 4(k) for which no waiver is applicable, and at such other times as may be reasonably requested by a Manager in connection with any pending Company order, proposed Terms Agreement or Representation Date for which no waiver is applicable, the Company will conduct a due diligence session, in form and substance satisfactory to the Managers, which shall include representatives of the management of the Company and the independent accountants of the Company. The Company shall cooperate timely with any reasonable due diligence request from or review conducted by the Managers or its agents from time to time in connection with the transactions contemplated by this Agreement, including, without limitation, providing information and available documents and access to appropriate officers and agents of the Company during regular business hours and at the Company’s principal offices, and timely furnishing or causing to be furnished such certificates, letters and opinions from the Company, and their officers and agents, as the Managers may reasonably request.

(q) Nothing in this Agreement shall restrict a Manager from trading, and the Company acknowledges that each Manager may trade in the Stock for such Manager’s own account and for the account of its clients before, at the same time as, or after sales of the Shares occur pursuant to this Agreement or pursuant to a Terms Agreement.

(r) The Company will either (i) disclose in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, as applicable, with regard to the relevant quarter, the number of the Shares sold by or through the Managers pursuant to this Agreement, the Net Proceeds to the Company and the compensation paid by the Company with respect to such sales of the Shares pursuant to this Agreement, or (ii) on or prior to the earlier of (A) the date on which the Company shall file a Quarterly Report on Form 10-Q or an Annual Report on Form 10-K in respect of any fiscal quarter in which sales of Shares were made by a Manager pursuant to this Agreement and (B) the date on which the Company shall be obligated to file such document referred to in clause (A) in respect of such quarter (each such date, and any date on which an amendment to any such document is filed, a “**Filing Date**”), the Company will file a prospectus supplement with the Commission under the applicable paragraph of Rule 424(b), which prospectus supplement will set forth, with regard to such quarter, the number of the Shares sold by or through a Manager pursuant to this Agreement, the Net Proceeds to the Company and the compensation paid by the Company with respect to such sales of the Shares pursuant to this Agreement and deliver such number of copies of each such prospectus supplement to Nasdaq as are required by such exchange.

(s) If, to the knowledge of the Company, the conditions set forth in Section 7(a) or 7(f) shall not be true and correct on the applicable Settlement Date or Time of Delivery, the Company will offer to any person who has agreed to purchase Shares from the Company as the result of an offer to purchase solicited by a Designated Manager the right to refuse to purchase and pay for such Shares.

(t) Each acceptance by the Company of an offer to purchase the Shares hereunder, and each execution and delivery by the Company of a Terms Agreement, shall be deemed to be an affirmation to the Designated Manager, or the Managers party to a Terms Agreement, as the case may be, that the representations and warranties of the Company contained in or made pursuant to this Agreement are true and correct as of the date of such acceptance or of such Terms Agreement as though made at and as of such date, and an undertaking that such representations and warranties will be true and correct as of the Settlement Date for the Shares relating to such acceptance or as of the Time of Delivery relating to such sale, as the case may be, as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented relating to such Shares).

(u) The Company will use its commercially reasonable efforts to cause the Shares to be listed for trading on Nasdaq and to maintain such listing.

(v) During any period when the delivery of a prospectus relating to the Shares is required (including in circumstances where such requirement may be satisfied pursuant to Rule 172 or any similar rule) to be delivered under the Act, the Company shall file, on a timely basis, with the Commission and Nasdaq all reports and documents required to be filed under the Exchange Act and the regulations thereunder.

(w) The Company shall cooperate with the Managers and use its reasonable efforts to permit the Shares to be eligible for clearance and settlement through the facilities of DTC.

(x) The Company will apply the Net Proceeds from the sale of the Shares in the manner set forth in the Disclosure Package and the Prospectus.

5. Agreements of the Managers. Each Manager hereby represents and agrees that:

(a) It has not offered, sold or delivered and it will not offer, sell or deliver any of the Shares or distribute the Prospectus or any other material relating to the Shares, in or from any non-U.S. jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance in all material respects with the applicable laws and regulations thereof.

(b) It has not and will not make an offer relating to the Shares that would constitute, or by using or authorizing the use of, a Free Writing Prospectus other than any Permitted Free Writing Prospectus.

(c) It is not subject to any pending proceeding under Section 8A of the Act with respect to the offering of the Shares (and will promptly notify the Company if any such proceeding against it is initiated during the period when a prospectus is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172)).

6. Payment of Expenses. The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations under this Agreement, whether or not the transactions contemplated hereby are consummated, including without limitation (i) all expenses incident to the issuance and delivery of the Shares (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Shares, (iii) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors to the Company, and the reasonable and documented fees and expenses of the Manager's counsel (which shall be one outside counsel for all Managers unless otherwise agreed by the Company) (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each Issuer Free Writing Prospectus and the Prospectus, and all amendments and supplements thereto, and this Agreement, (v) all filing fees, attorneys' fees and expenses incurred by the Company or the Managers in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Shares for offer and sale under the state securities or blue sky laws, and, if requested by the Managers, preparing a "Blue Sky Survey" or memorandum, and any supplements thereto, advising the Managers of such qualifications, registrations and exemptions, (vi) the filing fees incident to the review and approval by FINRA of the terms of the sale of the Shares, (vii) the fees and expenses associated with listing of the Shares on Nasdaq, (viii) all fees and expenses of the registrar and transfer agent of the Stock, (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company in connection with approval of the Shares by DTC for "book-entry" transfer, (x) all other fees, costs and expenses referred to in Item 14 of Part II of the Registration Statement and (xi) all other fees, costs and expenses incurred in connection with the performance of its obligations hereunder for which provision is not otherwise made in this Section 6. Except as provided in this Section 6 and in Section 8 hereof, the Managers shall pay their own expenses.

7. Conditions to the Obligations of the Managers. The obligations of the Managers under this Agreement and any Terms Agreement shall be subject to (i) the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time, each Representation Date, and as of each Applicable Time, Settlement Date and Time of Delivery, (ii) to the performance by the Company of its obligations hereunder and (iii) the following additional conditions:

(a) The Prospectus, and any supplement thereto, required by Rule 424 to be filed with the Commission have been filed in the manner and within the time period required by Rule 424(b) with respect to any sale of Shares; each Interim Prospectus Supplement shall have been filed in the manner required by Rule 424(b) within the time period required by Section 4(r) of this Agreement; any material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have requested and caused Company Counsel to furnish to the Managers, on every date specified in Section 4(m) of this Agreement, opinions and disclosure letters in form and substance satisfactory to the Managers.

(c) The Managers shall have received from Davis Polk & Wardwell LLP, counsel for the Managers, on every date specified in Section 4(n) of this Agreement, such opinion or opinions and disclosure letter or letters, dated as of such date and addressed to the Managers, with respect to the issuance and sale of the Shares, the Registration Statement, the Disclosure Package, the Prospectus (together with any supplement thereto) and other related matters as the Managers may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished or caused to be furnished to the Managers, on every date specified in Section 4(k) of this Agreement, a certificate of the Company, signed by an executive officer of the Company, dated as of such date, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Disclosure Package and the Prospectus and any supplements or amendments thereto and this Agreement and that:

(i) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened;

(ii) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects on and as of such date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to such date; and

(iii) there has not occurred any material adverse change in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, which event or condition is not described in the Disclosure Package and the Prospectus (after giving effect to any amendment or supplement thereto).

(e) The Company shall have requested and caused the Accountants to have furnished to the Managers, on every date specified in Section 4(o) hereof and to the extent requested by the Managers in connection with any offering of the Shares, letters (which may refer to letters previously delivered to the Managers), dated as of such date, in form and substance satisfactory to the Managers, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable rules and regulations adopted by the Commission thereunder, and containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Disclosure Package and the Prospectus.

References to the Prospectus in this paragraph (c) include any supplement thereto at the date of the letter.

(f) Since the respective dates as of which information is disclosed in the Registration Statement, the Disclosure Package and the Prospectus, except as otherwise stated therein, there shall not have occurred any change in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Disclosure Package and the Prospectus (after giving effect to any amendment or supplement thereto) that, in the reasonable judgment of the Managers, is so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Shares as contemplated by the Registration Statement (after giving effect to any amendment thereof), the Disclosure Package and the Prospectus (after giving effect to any amendment or supplement thereto).

(g) FINRA shall not have raised any objection with respect to the fairness and reasonableness of the terms and arrangements under this Agreement.

(h) The Shares shall have been listed and admitted and authorized for trading on Nasdaq, and satisfactory evidence of such actions shall have been provided to the Managers.

(i) Prior to each Settlement Date and Time of Delivery, as applicable, the Company shall have furnished to the Designated Manager such further information, certificates and documents as the Designated Manager may reasonably request.

If any of the conditions specified in this Section 7 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Managers and counsel for the Managers, this Agreement and all obligations of the applicable Manager hereunder may be canceled at, or at any time prior to, any Settlement Date or Time of Delivery, as applicable, by such Manager with respect to itself only. Notice of such cancellation shall be given to the Company in writing or by telephone confirmed in writing. Following any such cancellation by a Manager, this Agreement shall remain in effect as to the other Manager that has not exercised its right to cancel this Agreement pursuant to this Section 7 and any obligations and rights of the Managers under this Agreement shall be satisfied by or afforded to only such other Manager.

The documents required to be delivered by this Section 7 shall be delivered at the office of Davis Polk & Wardwell LLP, counsel for the Managers, at 900 Middlefield Road, Redwood City, CA 94063, on each such date as provided in this Agreement.

8. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Manager and each person, if any, who controls any Manager within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and each of your affiliates within the meaning of Rule 405 from and against any and all losses, claims, damages and liabilities (including, without limitation, any documented legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package or any Issuer Free Writing Prospectus or any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Act, the Base Prospectus, the Prospectus Supplement or any Interim Prospectus Supplement (or any amendment thereof or supplement thereto), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon the Manager Information (as defined below). The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have.

(b) Each Manager severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Manager, but only with reference to information furnished to the Company in writing by or on behalf of such Manager expressly for use in the documents referred to in the foregoing indemnity, and to reimburse the Company, or any such director, officer or controlling person for any reasonable and documented out-of-pocket legal and other expense reasonably incurred by the Company, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The obligations of the Managers under this Section 8 shall be in addition to any liability which the Managers may otherwise have. The Company acknowledges that with respect to each Manager, (i) the name of such Manager appearing on the front and back cover of the Prospectus, (ii) the name of such Manager set forth in the table of Managers appearing under the caption “Underwriting” in the Prospectus and (iii) the fourteenth and fifteenth paragraphs under “Plan of Distribution” constitute the only information furnished in writing by or on behalf of the several Managers (the “Manager Information”) for inclusion in the Registration Statement, the Base Prospectus, any Issuer Free Writing Prospectus, any Prospectus Supplement or any Interim Prospectus Supplement (or any amendment or supplement thereto).

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to this Section 8, such person (the “indemnified party”) shall promptly notify the person against whom such indemnity may be sought (the “indemnifying party”) in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable and documented fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable and documented fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the indemnified party, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable and documented fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party, in form and substance reasonably satisfactory to such indemnified party, from all liability on claims that are the subject matter of such proceeding and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in paragraph (a) or (b) of this Section 8 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and each Manager, on the other hand, from the offering of the Shares pursuant to this Agreement, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and each Manager, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company shall be deemed to be equal to the total net proceeds from the sale of the Shares in the specific transaction or transactions giving rise to the contribution obligation (after deducting any underwriting commissions and discounts but before deducting expenses) received by them, and benefits received by each Manager shall be deemed to be equal to the total compensation received by such Manager under Section 3(d) of this Agreement, in each case as determined by this Agreement or any applicable Terms Agreement. The relative fault of the Company on the one hand and each Manager on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or such Manager, on the other hand, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Managers’ respective obligations to contribute pursuant to this Section 8 are several in proportion to their respective underwriting obligations and not joint. The Company and the Managers agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above.

The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to above in this paragraph (d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

Notwithstanding the provisions of this Section 8(d), no Manager shall be required to contribute any amount in excess of the discounts and commissions received by such Manager in connection with the Shares sold by it pursuant to this Agreement and any applicable Terms Agreement in the specific transaction or transactions giving rise to the contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(e) For purposes of this Section 8, each person who controls a Manager within the meaning of either the Act or the Exchange Act and any other affiliate (within the meaning of Rule 405) of any Manager shall have the same rights to contribution as such Manager, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of paragraph (d) of this Section 8.

9. Termination.

(a) The Company shall have the right, by giving written notice as hereinafter specified, to terminate the provisions of this Agreement relating to the solicitation of offers to purchase the Shares in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that (i) if Shares have been sold through a Manager for the Company, then Section 4(t) shall remain in full force and effect with respect to such Manager and the Company, (ii) with respect to any pending sale, through the Designated Manager for the Company, the obligations of the Company, including in respect of compensation of the Designated Manager, shall remain in full force and effect notwithstanding the termination and (iii) the provisions of Sections 2, 6, 8, 10, 11, 13 and 15 of this Agreement shall remain in full force and effect notwithstanding such termination.

(b) Each Manager shall have the right, by giving written notice as hereinafter specified, to terminate the provisions of this Agreement relating to the solicitation of offers to purchase the Shares in its sole discretion at any time, with respect to such Manager only. Any such termination shall be without liability of any party to any other party except that the provisions of Sections 2, 6, 8, 10, 11, 13 and 15 of this Agreement shall remain in full force and effect with respect to such Manager notwithstanding such termination. Following any such termination by a Manager, this Agreement shall remain in effect as to each other Manager that has not exercised its right to terminate the provisions of this Agreement pursuant to this Section 9(b) and any obligations and rights of the Managers under this Agreement shall be satisfied by or afforded to, as applicable, only such other Managers.

(c) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 9(a) or (b) above or otherwise by mutual agreement of the parties; *provided* that any such termination by mutual agreement shall in all cases be deemed to provide that Sections 2, 6, 8 and 10 shall remain in full force and effect.

(d) Any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided* that such termination shall not be effective until the close of business on the date of receipt of such notice by a Manager or the Company, as the case may be. If such termination shall occur prior to the Settlement Date or Time of Delivery for any sale of the Shares, such sale shall, subject to Section 7 hereof, settle in accordance with the provisions of Section 3(e) of this Agreement.

(e) In the case of any purchase of Shares by a Manager pursuant to a Terms Agreement, the obligations of such Manager pursuant to such Terms Agreement shall be subject to termination, in the absolute discretion of such Manager, by notice given to the Company prior to the Time of Delivery relating to such Shares, if at any time prior to such delivery and payment (i) suspension or material limitation of trading generally on Nasdaq, (ii) suspension of trading of any securities of the Company on Nasdaq, (iii) declaration of any moratorium on commercial banking activities by Federal or New York State authorities or (iv) outbreak or escalation of hostilities involving the United States or any change in financial markets affecting the United States or any calamity or crisis that, in the reasonable judgment of such Manager, is material and adverse and makes it, in the reasonable judgment of such Manager, impracticable or inadvisable to proceed with the offering or delivery of the Shares as contemplated by the Disclosure Package or the Prospectus (after giving effect to any amendment or supplement thereto).

10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company, the officers of the Company and of each Manager set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by a Manager or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Shares.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and:

If sent to Goldman, will be mailed, delivered or telefaxed to:

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282
Facsimile: (212) 902-9316
Attention: Registration Department

If sent to J.P. Morgan Securities LLC, will be mailed, delivered or telefaxed to

J.P. Morgan Securities LLC
270 Park Avenue
New York, New York 10017
Attention: Special Equities Group (facsimile: (212) 622-8783)

If sent to Morgan Stanley & Co. LLC, will be mailed, delivered or telefaxed to

Morgan Stanley & Co. LLC
1585 Broadway, 29th Floor
New York, New York 10036
Attention: Investment Banking Division (facsimile: (212) 507-8999)

with a copy to:

Davis Polk & Wardwell LLP
900 Middlefield Road
Redwood City, CA 94063
Attention: Alan F. Denenberg, Emily Roberts
Email: alan.denenberg@davispolk.com; emily.roberts@davispolk.com

If sent to the Company, will be mailed, delivered or emailed to:

Alphabet Inc.
1600 Amphitheatre Parkway
Mountain View, California 94043
Attention: Treasurer; Legal Department
Email: [____]; [_____]

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Attention: Jeffrey D. Karpf, Shuangjun Wang
Email: jkarpf@cgsh.com; shwang@cgsh.com

Any party hereto may change the address for receipt of communications by giving written notice to the others.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

13. No Fiduciary Duty. The Company hereby acknowledges that (a) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and each Manager and any affiliate through which it may be acting, on the other, (b) each Manager is acting solely as sales agent and/or principal in connection with the purchase and sale of the Company's securities and not as a fiduciary of the Company and (c) the Company's engagement of each Manager in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether a Manager has advised or is currently advising it on related or other matters). The Company agrees that it will not claim that a Manager has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with the transactions contemplated by this Agreement or the process leading thereto.

14. Integration. This Agreement and any Terms Agreement supersede all prior agreements and understandings (whether written or oral) between the Company and the Managers with respect to the subject matter hereof.

15. Applicable Law. This Agreement and any Terms Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

16. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement, any Terms Agreement or the transactions contemplated hereby or thereby.

17. Counterparts. This Agreement and any Terms Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The words "execute," "signed," "signature," and words of like import in this Agreement, the Terms Agreement or in any other certificate, agreement or document related to this Agreement or the Terms Agreement, if any, shall include images of manually executed signatures transmitted by email or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign, AdobeSign and any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

18. Headings. The section headings used in this Agreement and any Terms Agreement are for convenience only and shall not affect the construction hereof.

19. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Manager that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Manager of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Manager that is a Covered Entity or a BHC Act Affiliate of such Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Manager are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this Section 19, “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b) or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

20. Definitions. The terms that follow, when used in this Agreement and any Terms Agreement, shall have the meanings indicated.

“**Act**” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“**Applicable Time**” shall mean, with respect to any Shares, the time of sale of such Shares pursuant to this Agreement or any relevant Terms Agreement.

“**Base Prospectus**” shall mean the base prospectus referred to in Section 2(a) above contained in the Registration Statement at the Execution Time.

“Business Day” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

“Commission” shall mean the Securities and Exchange Commission.

“Designated Manager” shall mean, as of any given time, a Manager that the Company has designated as sales agent to sell Shares pursuant to the terms of this Agreement.

“Disclosure Package” shall mean (i) the Base Prospectus, (ii) the Prospectus Supplement, (iii) the most recently filed Interim Prospectus Supplement, if any, (iv) the Issuer Free Writing Prospectuses, if any, identified in Schedule I hereto, (v) the public offering price of Shares sold at the relevant Applicable Time as specified in a Terms Agreement, if any, and (vi) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

“Effective Date” shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Execution Time” shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

“Free Writing Prospectus” shall mean a free writing prospectus, as defined in Rule 405.

“Interim Prospectus Supplement” shall mean the prospectus supplement relating to the Shares prepared and filed pursuant to Rule 424(b) from time to time as provided by Section 4(r) of this Agreement.

“Issuer Free Writing Prospectus” shall mean an issuer free writing prospectus, as defined in Rule 433.

“Prospectus” shall mean the Base Prospectus, as supplemented by the Prospectus Supplement and the most recently filed Interim Prospectus Supplement (if any).

“Prospectus Supplement” shall mean the most recent prospectus supplement relating to the Shares that was first filed pursuant to Rule 424(b).

“Registration Statement” shall mean the registration statement referred to in Section 2(a) above, including exhibits and financial statements and any prospectus supplement relating to the Shares that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective, shall also mean such registration statement as so amended.

“Rule 158,” “Rule 163,” “Rule 164,” “Rule 172,” “Rule 405,” “Rule 415,” “Rule 424,” “Rule 430B” and “Rule 433” refer to such rules under the Act.

[Signature Page Follows]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the Managers.

Very truly yours,

ALPHABET INC.

By: /s/ Juan Rajlin

Name: Juan Rajlin

Title: Treasurer

SIGNATURE PAGE TO EQUITY DISTRIBUTION AGREEMENT

CONFIRMED AND ACCEPTED,
as of the date first written above:

Goldman Sachs & Co. LLC

By: /s/ William Connolly

Name: William Connolly

Title: Managing Director

SIGNATURE PAGE TO EQUITY DISTRIBUTION AGREEMENT

CONFIRMED AND ACCEPTED,
as of the date first written above:

J.P. Morgan Securities LLC

By: /s/ Blair Seideman

Name: Blair Seideman

Title: Executive Director

Morgan Stanley & Co. LLC

By: /s/ Diana Doyle

Name: Diana Doyle

Title: Managing Director

SIGNATURE PAGE TO EQUITY DISTRIBUTION AGREEMENT

SCHEDULE I

Schedule of Free Writing Prospectuses included in the Disclosure Package

[None]

Schedule I

ALPHABET INC.

Class A Common Stock (\$0.001 par value)
Class C Capital Stock (\$0.001 par value)

TERMS AGREEMENT

[•], 2026

[•]

Dear Sirs:

Alphabet Inc., a Delaware corporation (the “Company”) proposes, subject to the terms and conditions stated herein and in the Equity Distribution Agreement, dated June 1, 2026 (the “Equity Distribution Agreement”), among the Company, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, to issue and sell to [•], the securities specified in the Schedule I hereto (the “Purchased Shares”)[, and solely for the purpose of covering over-allotments, to grant to [•] (the “Designated Manager”) the option to purchase the additional securities specified in the Schedule I hereto (the “Additional Shares”)].

[The Designated Manager shall have the right to purchase from the Company all or a portion of the Additional Shares as may be necessary to cover over-allotments made in connection with the offering of the Purchased Shares, at the same purchase price per share to be paid by the Designated Manager to the Company for the Purchased Shares. This option may be exercised by the Designated Manager at any time (but not more than once) on or before the thirtieth day following the date hereof, by written notice to the Company. Such notice shall set forth the aggregate number of shares of Additional Shares as to which the option is being exercised, and the date and time when the Additional Shares are to be delivered (such date and time being herein referred to as the “Option Closing Date”); *provided, however*, that the Option Closing Date shall not be earlier than the Time of Delivery (as set forth in the Schedule I hereto) nor earlier than the second business day after the date on which the option shall have been exercised nor later than the fifth business day after the date on which the option shall have been exercised. Payment of the purchase price for the Additional Shares shall be made at the Option Closing Date in the same manner and at the same office as the payment for the Purchased Shares.]

Each of the provisions of the Equity Distribution Agreement not specifically related to the solicitation by the Designated Manager, as agent of the Company, of offers to purchase securities is incorporated herein by reference in its entirety, and shall be deemed to be part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement [and] [,] the Time of Delivery [and any Option Closing Date], except that each representation and warranty in Section 2 of the Equity Distribution Agreement which makes reference to the Prospectus (as therein defined) shall be deemed to be a representation and warranty as of the date of the Equity Distribution Agreement in relation to the Prospectus, and also a representation and warranty as of the date of this Terms Agreement [and] [,] the Time of Delivery [and any Option Closing Date] in relation to the Prospectus as amended and supplemented to relate to the Purchased Shares.

Exhibit A-1

An amendment to the Registration Statement (as defined in the Equity Distribution Agreement), or a supplement to the Prospectus, as the case may be, relating to the Purchased Shares [and the Additional Shares], in the form heretofore delivered to the Manager is now proposed to be filed with the Securities and Exchange Commission.

Subject to the terms and conditions set forth herein and in the Equity Distribution Agreement which are incorporated herein by reference, the Company agrees to issue and sell to the Designated Manager and the latter agrees to purchase from the Company the number of shares of the Purchased Shares at the time and place and at the purchase price set forth in the Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, whereupon this Terms Agreement, including those provisions of the Equity Distribution Agreement incorporated herein by reference, shall constitute a binding agreement between the Managers and the Company.

ALPHABET INC.

By: _____
Name: _____
Title: _____

ACCEPTED as of the date first written above.

[•]

By: _____
Name: _____
Title: _____

Exhibit A-2

Schedule I to the Terms Agreement

- Title of Purchased Shares [and Additional Shares]: [Class A Common Stock] [and] [Class C Capital Stock]
- Number of Purchased Shares of Class A Common Stock: [•]
- Number of Purchased Shares of Class C Capital Stock: [•]
- [Number of Additional Shares of Class A Common Stock: [•]]
- [Number of Additional Shares of Class C Capital Stock: [•]]
- Price to Public of Class A Common Stock: [•]
- Purchase Price of Class A Common Stock by Designated Manager[s]: [•]
- Price to Public of Class C Capital Stock: [•]
- Purchase Price of Class C Capital Stock by Designated Manager[s]: [•]
- Method of and Specified Funds for Payment of Purchase Price:
By wire transfer to a bank account specified by the Company in same day funds.
- Method of Delivery:
Free delivery of the Shares to the Managers' account at The Depository Trust Company in return for payment of the purchase price.
- Time of Delivery: [•]
- Closing Location: [•]

Documents to be Delivered:

The following documents referred to in the Equity Distribution Agreement shall be delivered as a condition to the closing at the Time of Delivery [and on any Option Closing Date]:

- (1) The opinion referred to in Section 4(m) of the Equity Distribution Agreement.
- (2) The opinion referred to in Section 4(n) of the Equity Distribution Agreement.
- (3) The accountants' letter referred to in Section 4(o) of the Equity Distribution Agreement.
- (4) The officers' certificate referred to in Section 4(k) of the Equity Distribution Agreement.
- (5) Such other documents as the Designated Manager[s] shall reasonably request.

CLEARY GOTTlieb STEEN & HAMILTON LLP

AMERICAS
 NEW YORK
 SAN FRANCISCO
 SÃO PAULO
 SILICON VALLEY
 WASHINGTON, D.C.

ASIA
 BEIJING
 HONG KONG
 SEOUL

One Liberty Plaza
 New York, NY 10006-1470
 T: +1 212 225 2000
 F: +1 212 225 3999

 clearygottlieb.com

 D: +1 212 225 2451
 swhang@cgsh.com

EUROPE & MIDDLE EAST
 ABU DHABI
 BRUSSELS
 COLOGNE
 FRANKFURT
 LONDON
 MILAN
 PARIS
 ROME

June 4, 2026

Alphabet Inc.
 1600 Amphitheatre Parkway
 Mountain View, California 94043

Ladies and Gentlemen:

We have acted as special counsel to Alphabet Inc., a Delaware corporation (the “Company”), in connection with the Company’s proposed offering pursuant to a registration statement on Form S-3 (No. 333-296395) of up to 80,000,000 shares of the Company’s Class A Common Stock, par value \$0.001 per share (the “Class A Common Stock”) and up to 80,000,000 shares of the Company’s Class C Capital Stock, par value \$0.001 per share (the “Class C Capital Stock”) and, together with the Class A Common Stock, the “Securities”), having a maximum aggregate offering price of up to \$40,000,000,000 under an “at-the-market offering” program. Such registration statement, as amended as of its most recent effective date (June 2, 2026), insofar as it relates to the Securities (as determined for purposes of Rule 430B(f)(2) under the Securities Act of 1933, as amended (the “Securities Act”)), including the documents incorporated by reference therein, is herein called the “Registration Statement,” the related prospectus dated June 1, 2026, included in the Registration Statement filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act, including the documents incorporated by reference therein, is herein called the “Base Prospectus,” and the related prospectus supplement dated June 1, 2026, as filed with the Commission pursuant to Rule 424(b) under the Securities Act, including the documents incorporated by reference therein, is herein called the “Prospectus Supplement.” The Base Prospectus and the Prospectus Supplement together are herein called the “Prospectus.”

In arriving at the opinion expressed below, we have reviewed the following documents:

- (a) the Registration Statement;
- (b) the Prospectus;

Cleary Gottlieb Steen & Hamilton LLP or an affiliated entity has an office in each of the locations listed above.

- (c) an executed copy of the Equity Distribution Agreement, dated June 1, 2026, between the Company and the Managers named therein (the "Distribution Agreement"); and
- (d) copies of the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws certified by the Secretary of State of the State of Delaware and the assistant secretary of the Company, respectively.

In addition, we have reviewed the originals or copies certified or otherwise identified to our satisfaction of all such corporate records of the Company and such other documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinion expressed below.

In rendering the opinion expressed below, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed (including, without limitation, the accuracy of the representations and warranties of the Company in the Distribution Agreement).

Based on the foregoing, and subject to the further assumptions and qualifications set forth below, it is our opinion that when issued, sold and paid for in accordance with the terms of the Distribution Agreement, the Securities will be validly issued by the Company and fully paid and nonassessable.

Insofar as the foregoing opinion relates to the validity, binding effect or enforceability of any agreement or obligation of the Company, (a) we have assumed that the Company and each other party to such agreement or obligation has satisfied those legal requirements that are applicable to it to the extent necessary to make such agreement or obligation enforceable against it (except that no such assumption is made as to the Company regarding matters of the federal law of the United States of America, the law of the State of New York or the General Corporation Law of the State of Delaware that in our experience normally would be applicable to general business entities with respect to such agreement or obligation) and (b) such opinion is subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

The foregoing opinion is limited to the General Corporation Law of the State of Delaware, including the applicable provisions of the Delaware Constitution and reported judicial decisions interpreting such laws.

We hereby consent to the use of our name in the Prospectus under the heading “Legal Matters” as counsel for the Company who has passed on the validity of the Securities and to the filing of this opinion letter as an exhibit to the Company’s Current Report on Form 8-K, dated June 4, 2026. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. The opinion expressed herein is rendered on and as of the date hereof, and we assume no obligation to advise you or any other person, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date hereof that might affect the opinion expressed herein.

Very truly yours,

CLEARY GOTTlieb STEEN & HAMILTON LLP

By /s/ Shuangjun Wang

Shuangjun Wang, a Partner

CLEARY GOTTlieb STEEN & HAMILTON LLP

AMERICAS
 NEW YORK
 SAN FRANCISCO
 SÃO PAULO
 SILICON VALLEY
 WASHINGTON, D.C.
ASIA
 BEIJING
 HONG KONG
 SEOUL

One Liberty Plaza
 New York, NY 10006-1470
 T: +1 212 225 2000
 F: +1 212 225 3999
 clearygottlieb.com
 D: +1 212 225 2451
 swhang@cgsh.com

EUROPE & MIDDLE EAST
 ABU DHABI
 BRUSSELS
 COLOGNE
 FRANKFURT
 LONDON
 MILAN
 PARIS
 ROME

June 4, 2026

Alphabet Inc.
 1600 Amphitheatre Parkway
 Mountain View, California 94043

Ladies and Gentlemen:

We have acted as special counsel to Alphabet Inc., a Delaware corporation (the “Company”), in connection with the Company’s offering pursuant to a registration statement on Form S-3 (No. 333-296395) of 29,278,642 shares of the Company’s Class A Common Stock, par value \$0.001 per share, including 3,818,953 shares as to which the Underwriters (as defined below) have exercised their option to purchase additional shares (the “Class A Common Stock”), and 29,278,642 shares of the Company’s Class C Capital Stock, par value \$0.001 per share, including 3,818,953 shares as to which the Underwriters have exercised their option to purchase additional shares (the “Class C Capital Stock” and, together with the Class A Common Stock, the “Securities”). Such registration statement, as amended as of its most recent effective date (June 2, 2026), insofar as it relates to the Securities (as determined for purposes of Rule 430B(f)(2) under the Securities Act of 1933, as amended (the “Securities Act”)), including the documents incorporated by reference therein, is herein called the “Registration Statement,” the related prospectus dated June 1, 2026, included in the Registration Statement filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act, including the documents incorporated by reference therein, is herein called the “Base Prospectus,” the preliminary prospectus supplement dated June 1, 2026, as filed with the Commission pursuant to Rule 424(b) under the Securities Act, including the documents incorporated by reference therein, is herein called the “Preliminary Prospectus Supplement,” and the related prospectus supplement dated June 2, 2026, as filed with the Commission pursuant to Rule 424(b) under the Securities Act, including the documents incorporated by reference therein, is herein called the “Final Prospectus Supplement.” The Base Prospectus and the Preliminary Prospectus Supplement together are herein called the “Pricing Prospectus,” and the Base Prospectus and the Final Prospectus Supplement together are herein called the “Prospectus.”

Cleary Gottlieb Steen & Hamilton LLP or an affiliated entity has an office in each of the locations listed above.

In arriving at the opinion expressed below, we have reviewed the following documents:

- (a) an executed copy of the Underwriting Agreement dated June 2, 2026 (the “Underwriting Agreement”) between the Company and the several underwriters named in Schedule I thereto (the “Underwriters”);
- (b) the Registration Statement;
- (c) the Pricing Prospectus;
- (d) the Prospectus;
- (e) a certificate of Computershare Trust Company, N.A., as registrar and transfer agent for the Securities, certifying that the Securities have been duly registered or otherwise established in the systems of The Depository Trust Company;
- (f) a specimen of the Class A Common Stock;
- (g) a specimen of the Class C Capital Stock; and
- (h) copies of the Company’s Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws certified by the Secretary of State of the State of Delaware and the assistant secretary of the Company, respectively.

In addition, we have reviewed the originals or copies certified or otherwise identified to our satisfaction of all such corporate records of the Company and such other documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinion expressed below.

In rendering the opinion expressed below, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed (including, without limitation, the accuracy of the representations and warranties of the Company in the Underwriting Agreement). Additionally, in rendering the opinion expressed below, (a) we have assumed that the Company and each other party to such agreement or obligation has satisfied those legal requirements that are applicable to it to the extent necessary to make such agreement or obligation enforceable against it (except that no such assumption is made as to the Company regarding matters of the federal law of the United States of America, the law of the State of New York or the General Corporation Law of the State of Delaware that in our experience normally would be applicable to general business entities with respect to such agreement or obligation) and (b) such opinion is subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and to general principles of equity.

Based on the foregoing, and subject to the further assumptions and qualifications set forth below, it is our opinion that the Securities have been validly issued by the Company and are fully paid and nonassessable.

Insofar as the foregoing opinion relates to the validity, binding effect or enforceability of any agreement or obligation of the Company, (a) we have assumed that the Company and each other party to such agreement or obligation has satisfied those legal requirements that are applicable to it to the extent necessary to make such agreement or obligation enforceable against it (except that no such assumption is made as to the Company regarding matters of the federal law of the United States of America, the law of the State of New York or the General Corporation Law of the State of Delaware that in our experience normally would be applicable to general business entities with respect to such agreement or obligation) and (b) such opinion is subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

The foregoing opinion is limited to the General Corporation Law of the State of Delaware, including the applicable provisions of the Delaware Constitution and reported judicial decisions interpreting such laws.

We hereby consent to the use of our name in the Prospectus under the heading "Legal Matters" as counsel for the Company who has passed on the validity of the Securities and to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K dated June 4, 2026. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. The opinion expressed herein is rendered on and as of the date hereof, and we assume no obligation to advise you or any other person, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date hereof that might affect the opinion expressed herein.

Very truly yours,

CLEARY GOTTlieb STEEN & HAMILTON LLP

By /s/ Shuangjun Wang

Shuangjun Wang, a Partner

Alphabet Announces Proposed \$80 Billion Equity Capital Raise to Expand AI Infrastructure and Compute*Includes agreement by Berkshire Hathaway to invest \$10 Billion in Alphabet in a private placement*

MOUNTAIN VIEW, Calif. – June 1, 2026 – Alphabet Inc. (NASDAQ: GOOG, GOOGL) today announced equity offerings totaling \$80 billion, in expected aggregate amount, as part of its plan to fund investments in its world-class AI compute infrastructure to meet its unprecedented customer demand.

Offerings

These offerings consist of:

Proposed Offerings

- **Concurrent underwritten offerings:** \$30 billion underwritten public offerings, consisting of: \$15 billion in depositary shares representing mandatory convertible preferred stock; and \$15 billion in Class A Common Stock and Class C Capital Stock; and
- **At-the-market offering:** \$40 billion at-the-market, or ATM, offering program for Class A Common Stock and Class C Capital Stock over time, expected to begin in Q3 2026.

Private Placement

In addition, Alphabet has reached an agreement to sell \$10 billion of stock to Berkshire Hathaway Inc. in a private placement, comprised of \$5 billion in Class A Common Stock at a price of \$351.81 per share and \$5 billion in Class C Capital Stock at a price of \$348.20 per share.

This investment by Berkshire Hathaway adds to the position it has built since Q3 2025.

Use of Proceeds

Alphabet intends to use the net proceeds from the concurrent underwritten public offerings and the concurrent private placement for general corporate purposes, including capital expenditures to scale AI infrastructure and global compute. A portion of the net proceeds from the depositary share offerings, specifically, will be used to pay the cost of the related capped call transactions described below. Alphabet intends to use the net proceeds from the ATM program primarily to facilitate, for a period of time, an administrative change to how it meets tax obligations associated with vesting of employee equity awards. The company expects approximately \$30 billion of ATM program proceeds will be used to meet these 2026 calendar year tax obligations. Any additional proceeds will be used for general corporate purposes.

Investing in a Balanced Way

AI is driving an expansionary moment for Alphabet. The company is experiencing strong demand for its AI solutions and services from enterprises and consumers, at levels that are exceeding the company's available supply. By scaling its investments, the company seeks to expand its foundational infrastructure to support the significant growth opportunity ahead.

During its Q1 2026 earnings call, Alphabet announced that its 2026 capital expenditures are expected to be \$180-\$190 billion, and that it expects 2027 capital expenditures to significantly increase compared to 2026.

This equity offering is part of Alphabet's plan to fund its investments in a balanced way while retaining a healthy balance sheet. Alphabet's other sources of funding include:

- Strong operating cash flow (over the 12 months ended March 31, 2026, Alphabet generated \$174 billion of operating cash flow); and
- Debt issuances (over the last year, Alphabet has raised over \$85 billion of debt across six major currencies and markets, bringing its total debt balance to over \$100 billion).

Alphabet's AI Momentum

Alphabet's planned investments will support its business momentum, including:

- **Overall:** Alphabet revenue grew 22% year-over-year, to \$110 billion, in Q1 2026.
- **Google Search & Other:** Revenue grew 19% year-over-year in Q1 2026.
- **Google Cloud:** Revenue grew 63% year-over-year in Q1 2026, with backlog nearly doubling quarter-over-quarter to more than \$460 billion, with approximately 50% expected to be recognized as revenue over the next 24 months.
- **Google Subscriptions:** Google reached 350 million paid subscriptions, with Q1 2026 representing the company's strongest quarter ever for consumer AI plans.
- **Developers:** Google now has over 8.5 million developers building new experiences with its models monthly and its first party model APIs are processing 19 billion tokens per minute, a 6x increase year-over-year.

Additional Transaction Details:***Underwritten Offerings***

The \$30 billion aggregate underwritten offerings consist of a total of \$15 billion of Class A Common Stock and Class C Capital Stock, split evenly between the two classes, and a total of \$15 billion of two series of depositary shares, split evenly between the two series. Each series of depositary shares will represent interests in a newly issued series of mandatory convertible preferred stock, and each series of mandatory convertible preferred stock will be mandatorily convertible after approximately three years into a variable number of shares of Class A Common Stock or Class C Capital Stock, depending on the series, based on the applicable conversion rate. Alphabet expects to grant to the underwriters of the Class A Common Stock and Class C Capital Stock offerings 30-day over-allotment options to purchase up to an aggregate total of \$2.25 billion of additional shares, split evenly between Class A Common Stock and Class C Capital Stock. Alphabet also expects to grant the underwriters of its depositary share offerings over-allotment options to purchase up to an aggregate total of \$2.25 billion of additional depositary shares, split evenly between the two series, within a 13-day period beginning on, and including, the date Alphabet first issues the depositary shares. Each of the proposed underwritten offerings, including the size and terms, is subject to market conditions and other factors. The underwritten depositary share offerings are not conditioned upon the underwritten stock offering or any sales under the ATM program, and the underwritten stock offering is not conditioned upon the underwritten depositary share offerings or any sales under the ATM program.

ATM Program

In addition to these underwritten offerings, Alphabet has entered into an equity distribution agreement with Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, and Morgan Stanley & Co. LLC as managers in connection with a newly established ATM program, pursuant to which Alphabet may sell, from time to time through or to the manager, Class A Common Stock and Class C Capital Stock, up to a maximum aggregate offering amount of \$40 billion. Such sales are not expected to commence until the third quarter of 2026, subject to market conditions and other factors. Sales under the ATM program are not conditioned upon the underwritten offerings.

The ATM program is intended primarily to facilitate, for a period of time, an administrative change in how Alphabet meets tax obligations associated with employee equity grants. This approach will mimic a “sell to cover” model: upon vesting of restricted stock units, shares will still be delivered to employees net of taxes, and the company will use corporate cash to settle taxes on behalf of employees. The company intends to issue stock for equivalent proceeds through its ATM program.

Terms of Depositary Shares and Underlying Mandatory Convertible Preferred Stock

Each depositary share of each series that is offered in the public underwritten offering and the concurrent private placement will represent a 1/20th interest in a share of the corresponding series of preferred stock. The preferred stock is expected to have a liquidation preference of \$1,000 per share. Holders of the depositary shares will be entitled to a proportional fractional interest in the rights and preferences of the preferred stock of the corresponding series, including conversion, dividend, liquidation and voting rights, subject to the provisions of the applicable deposit agreement.

Unless earlier converted, each share of preferred stock will automatically convert, for settlement on or about May 15, 2029, into a variable number of shares of Class A Common Stock or Class C Capital Stock, depending on the series, based on the applicable conversion rate, and each depositary share will automatically convert into a number of shares of Class A Common Stock or Class C Capital Stock, depending on the series, equal to a proportionate fractional interest in such shares. The dividend rate, conversion terms and other terms of each series of preferred stock will be determined at the time of pricing of the offerings. Currently, there is no public market for the depositary shares or the preferred stock of either series. Alphabet intends to apply to list each series of the depositary shares on The Nasdaq Global Select Market under the symbols “GOOGM” and “GOOGN.”

Capped Call Transactions

In connection with the pricing of each offering of depositary shares representing mandatory convertible preferred stock, Alphabet expects to enter into privately negotiated capped call transactions with one or more option counterparties comprising one or more of the underwriters of the depositary share offerings and/or their respective affiliates and/or other financial institutions. The capped call transactions will cover, subject to customary anti-dilution adjustments, the number of shares of Class A Common Stock and Class C Capital Stock underlying the preferred stock sold in the depositary share offerings, based on the respective minimum conversion rates of each series of the preferred stock. The capped call transactions are generally expected to reduce potential dilution to Alphabet’s Class A Common Stock or Class C Capital Stock, as applicable, upon conversion of the relevant series of preferred stock, with such reduction subject to a cap. If the underwriters of either series of depositary shares exercise their over-allotment option to purchase additional depositary shares, Alphabet expects to enter into additional capped call transactions with the relevant option counterparties.

Alphabet has been advised that, in connection with establishing their initial hedges of the capped call transactions, the option counterparties and/or their respective affiliates expect to enter into various derivative transactions with respect to the Class A Common Stock and the Class C Capital Stock concurrently with or shortly after the pricing of the depositary shares. These activities could increase (or reduce the size of any decrease in) the market price of the Class A Common Stock, the Class C Capital Stock or the depositary shares at that time. In addition, Alphabet has been advised that the option counterparties and/or their respective affiliates may modify their hedge positions by entering into and/or unwinding various derivative transactions with respect to the Class A Common Stock or the Class C Capital Stock and/or by purchasing or selling the Class A Common Stock and/or Class C Capital Stock, and/or other securities of Alphabet in secondary market transactions following the pricing of the depositary

shares and prior to the mandatory conversion date of the relevant series of preferred stock (and are likely to do so during the final averaging period relating to the mandatory conversion of the relevant series of preferred stock and, to the extent Alphabet unwinds a corresponding portion of the capped call transactions in connection with an early conversion of the relevant series of preferred stock or repurchase of the relevant depositary shares, following any such early conversion or repurchase). This activity could also cause or avoid an increase or a decrease in the market price of the Class A Common Stock, the Class C Capital Stock or the depositary shares and could affect the value of the shares of Class A Common Stock or Class C Capital Stock, as applicable, that holders will receive upon conversion of the preferred stock and, to the extent the activity occurs during the final averaging period relating to the mandatory conversion of the preferred stock, it could also affect the number of shares of Class A Common Stock or Class C Capital Stock, as applicable, that holders will receive upon conversion.

Underwriters

Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, and Morgan Stanley & Co. LLC are acting as joint book-running managers for the underwritten offerings.

Placement Agent

Goldman Sachs & Co. LLC is acting as placement agent in relation to the private placement.

Registration Statement and Prospectus

Alphabet has filed a registration statement on Form S-3 (including a prospectus) with the Securities and Exchange Commission for the offerings to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents Alphabet has filed with the SEC for more complete information about Alphabet, these offerings and the ATM program. Each concurrent offering and any sales of stock under the ATM program may be made only by means of a prospectus supplement and accompanying prospectus. Copies of the registration statement, preliminary prospectus supplements and accompanying prospectuses related to the concurrent offerings and of the prospectus supplement related to the ATM program can be obtained by visiting the SEC's website at <http://www.sec.gov> or by contacting Goldman Sachs & Co. LLC, Attention: Prospectus Department, 200 West Street, New York, NY 10282, by telephone at 1-866-471-2526 or by email at prospectus-ny@ny.email.gs.com; J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, by telephone at (866) 803-9204, or by email at prospectus-eq_fi@jpmchase.com; or Morgan Stanley & Co. LLC, Attention: Prospectus Department, 180 Varick Street, 2nd Floor, New York, NY 10014, or by email at prospectus@morganstanley.com.

This press release does not constitute an offer to sell or a solicitation of an offer to buy these securities, nor any securities issuable upon conversion of these securities, nor does it constitute an offer, solicitation or sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration and qualification under the securities laws of such state or jurisdiction.

About Alphabet Inc.

Alphabet is a collection of companies, the largest of which is Google. Larry Page and Sergey Brin founded Google in September 1998 and the company is headquartered in Mountain View, Calif. Billions of people use its wide range of popular products and platforms each day, like Search, Ads, Chrome, Cloud, YouTube and Android.

Forward-Looking Statements

This press release contains forward-looking statements that involve risks and uncertainties. Examples of forward-looking statements include statements relating to the offerings of Class A Common Stock, Class C Capital Stock, preferred stock and depositary shares, the size and timing of these offerings, Alphabet's ability to complete any or all of the concurrent offerings and the private placement and enter into the ATM Program on the anticipated timeline or at all, expected sales under the ATM Program, and the anticipated use of the net proceeds therefrom, the effect of AI on Alphabet's business and related statements about Alphabet's growth opportunities, the timing of recognizing Alphabet's backlog as revenue, the amount and timing of Alphabet's planned capital expenditures, the ability of Alphabet's investments to support its business momentum, Alphabet's ability to fund its capital expenditures while retaining a healthy balanced sheet, and the timing and extent of Alphabet's use of the ATM program, as well as any other statement that does not directly relate to any historical or current fact. Actual results may differ materially from the results predicted, and reported results should not be considered as an indication of future performance. The potential risks and uncertainties that could cause actual results to differ from the results predicted include, among others, those risks and uncertainties included under the captions "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Alphabet's Annual Report on Form 10-K for the year ended December 31, 2025, and in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, which are on file with the SEC and are available on its investor relations website at <http://abc.xyz/investor> and on the SEC website at www.sec.gov. Additional information may be set forth in other reports and filings the Company makes with the SEC. All information provided in this press release is as of the date hereof. Undue reliance should not be placed on the forward-looking statements in this press release, which are based on information available to us on the date hereof. Alphabet undertakes no duty to update this information unless required by law.

Contact

Investor Relations: investor-relations@abc.xyz

Media: press@abc.xyz

Alphabet Announces Upsize and Pricing of \$84.75 Billion Equity Capital Raise to Expand AI Infrastructure and Compute

Includes agreement by Berkshire Hathaway to invest \$10 Billion in Alphabet in a private placement

MOUNTAIN VIEW, Calif. – June 2, 2026 – Alphabet Inc. (NASDAQ: GOOG, GOOGL) today announced the pricing of its previously announced registered public offerings of Class A Common Stock, Class C Capital Stock and depositary shares representing interests in mandatory convertible preferred stock. The gross proceeds of these offerings, together with potential gross proceeds of Alphabet's previously announced \$40 billion at-the-market offering program for the sale of Class A Common Stock and Class C Capital Stock over time, and concurrent \$10 billion private placement, represent a total equity raise of \$84.75 billion. The equity capital raise was upsized from the previously announced total equity raise of \$80 billion.

Alphabet priced concurrent underwritten public offerings of 25,459,689 shares of Class A Common Stock at a public offering price of \$355.1982 per share, 25,459,689 shares of Class C Capital Stock at a public offering price of \$351.8018 per share, 167,500,000 Series A depositary shares, each representing a 1/20th interest in a share of newly issued 6.25% Series A Mandatory Convertible Preferred Stock at a public offering price of \$50 per share, and 167,500,000 Series B depositary shares, each representing a 1/20th interest in a share of newly issued 6.25% Series B Mandatory Convertible Preferred Stock at a public offering price of \$50 per share. Alphabet has granted to the underwriters of the Class A Common Stock and Class C Capital Stock offerings 30-day over-allotment options to purchase up to 3,818,953 additional shares of Class A Common Stock and up to 3,818,953 additional shares of Class C Capital Stock. Alphabet has granted the underwriters of each of its depositary share offerings over-allotment options to purchase up to an aggregate total of 50,000,000 additional depositary shares, split evenly between the two series, within a 13-day period beginning on, and including, the date Alphabet first issues the depositary shares. The Class A Common Stock and Class C Capital Stock offering was upsized to \$18 billion from the previously announced offering size of \$15 billion. The depositary share offerings were upsized to \$16.75 billion from the previously announced offering size of \$15 billion.

The offering of Class A Common Stock and Class C Capital Stock is expected to close on June 4, 2026 and the offerings of depositary shares are expected to close on June 5, 2026, subject to customary closing conditions. Closing of the underwritten depositary share offerings are not conditioned upon the underwritten stock offering or any sales under the ATM program, and the underwritten stock offering is not conditioned upon the underwritten depositary share offerings or any sales under the ATM program, and sales under the ATM program are not conditioned upon the underwritten offerings. Sales under the ATM program are not expected to commence until the third quarter of 2026, subject to market conditions and other factors.

The net proceeds from the offering of Class A Common Stock and Class C Capital Stock will be approximately \$17.8 billion (assuming the underwriters of that offering do not exercise their over-allotment options to purchase additional shares), after deducting underwriting discounts and estimated offering expenses payable by Alphabet. The net proceeds from the offerings of depositary shares will be approximately \$16.6 billion (assuming the underwriters of those offerings do not exercise their over-allotment options to purchase additional shares), after deducting underwriting discounts and estimated offering expenses payable by Alphabet. Alphabet intends to use the net proceeds from the concurrent underwritten offerings and the private placement for general corporate purposes, including capital expenditures to scale AI infrastructure and global compute. A portion of the net proceeds from the depositary share offerings will be used to pay the cost of the related capped call transactions described below. Alphabet intends to use the net proceeds of the ATM program, if any, primarily to facilitate, for a period of time, an administrative change in how Alphabet meets tax obligations associated with employee equity grants.

Terms of Depositary Shares and Underlying Mandatory Convertible Preferred Stock

Each depositary share of each series will represent a 1/20th interest in a share of the corresponding series of preferred stock. Holders of the depositary shares will be entitled to a proportional fractional interest in the rights and preferences of the preferred stock of the corresponding series, including conversion, dividend, liquidation and voting rights, subject to the provisions of the applicable deposit agreement. The shares of Series A Mandatory Convertible Preferred Stock will accumulate dividends at a rate per annum equal to 6.25% on the liquidation preference thereof, which is

\$1,000 per share, payable in cash or, subject to certain limitations, by delivery of shares of Class A Common Stock or through any combination of cash and shares of Class A Common Stock, as determined by Alphabet's board of directors (or an authorized committee thereof) in its sole discretion. Declared dividends on the Series A Mandatory Convertible Preferred Stock will be payable quarterly on February 15, May 15, August 15 and November 15 of each year to, and including, May 15, 2029, commencing on, and including, August 15, 2026. Unless earlier converted, each share of Series A Mandatory Convertible Preferred Stock will automatically convert on the second business day immediately following the last trading day of the final averaging period into between 2.2520 and 2.8160 shares of Class A Common Stock (and, correspondingly, each Series A depositary share will automatically convert into between 0.1126 and 0.1408 shares of Class A Common Stock), subject to customary anti-dilution adjustments, determined based on the volume-weighted average price of the Class A Common Stock over the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day prior to May 15, 2029. Other than during a fundamental change conversion period (as defined in the prospectus supplement relating to the offering), at any time prior to May 15, 2029, a holder of 20 Series A depositary shares may cause the bank depositary to convert one share of preferred stock of the corresponding series, on such holder's behalf, into a number of shares of Class A Common Stock equal to the minimum conversion rate of 2.2520, subject to certain anti-dilution and other adjustments. The shares of Series B Mandatory Convertible Preferred Stock will accumulate dividends at a rate per annum equal to 6.25% on the liquidation preference thereof, which is \$1,000 per share, payable in cash or, subject to certain limitations, by delivery of shares of Class C Capital Stock or through any combination of cash and shares of Class C Capital Stock, as determined by Alphabet's board of directors (or an authorized committee thereof) in its sole discretion. Declared dividends on the Series B Mandatory Convertible Preferred Stock will be payable quarterly on February 15, May 15, August 15 and November 15 of each year to, and including, May 15, 2029, commencing on, and including, August 15, 2026. Unless earlier converted, each share of Series B Mandatory Convertible Preferred Stock will automatically convert on the second business day immediately following the last trading day of the final averaging period into between 2.2740 and 2.8420 shares of Class C Capital Stock (and, correspondingly, each Series B depositary share will automatically convert into between 0.1137 and 0.1421 shares of Class C Capital Stock), subject to customary anti-dilution adjustments, determined based on the volume-weighted average price of the Class C Capital Stock over the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day prior to May 15, 2029. Other than during a fundamental change conversion period (as defined in the prospectus supplement relating to the offering), at any time prior to May 15, 2029, a holder of 20 Series B depositary shares may cause the bank depositary to convert one share of preferred stock of the corresponding series, on such holder's behalf, into a number of shares of Class C Capital Stock equal to the minimum conversion rate of 2.2740, subject to certain anti-dilution and other adjustments. Currently, there is no public market for the depositary shares or the preferred stock of either series. Alphabet has applied to list each series of the depositary shares on The Nasdaq Global Select Market under the symbols "GOOGM" and "GOOGN."

Capped Call Transactions

In connection with the pricing of each offering of depositary shares representing mandatory convertible preferred stock, Alphabet has entered into privately negotiated capped call transactions with one or more option counterparties comprising one or more of the underwriters of the depositary share offerings and/or their respective affiliates and/or other financial institutions. The capped call transactions will cover, subject to customary anti-dilution adjustments, the number of shares of Class A Common Stock and Class C Capital Stock underlying the preferred stock sold in the depositary share offerings, based on the respective minimum conversion rates of each series of the preferred stock. The cap price of the capped call transactions relating to the depositary shares representing the Series A Mandatory Convertible Preferred Stock is initially \$532.6704 per share of the Class A Common Stock, which represents a premium of approximately 50.0% over the public offering price of the Class A Common Stock in Alphabet's concurrently priced registered public offering of Class A Common Stock. The cap price of the capped call transactions relating to the depositary shares representing the Series B Mandatory Convertible Preferred Stock is initially \$527.7974 per share of the Class C Capital Stock, which represents a premium of approximately 50.0% over the public offering price of the Class C Capital Stock in Alphabet's concurrently priced registered public offering of Class C Capital Stock. Each cap price will be subject to certain adjustments under the terms of the relevant capped call transactions. The capped call transactions are generally expected to reduce potential dilution to Alphabet's Class A Common Stock or Class C Capital Stock, as applicable, upon conversion of the relevant series of preferred stock, with such reduction subject to a cap. If the underwriters of either series of depositary shares exercise their over-allotment option to purchase additional depositary shares, Alphabet expects to enter into additional capped call transactions with the relevant option counterparties.

Alphabet has been advised that, in connection with establishing their initial hedges of the capped call transactions, the option counterparties and/or their respective affiliates expect to enter into various derivative transactions with respect to the Class A Common Stock and the Class C Capital Stock concurrently with or shortly after the pricing of the depositary shares. These activities could increase (or reduce the size of any decrease in) the market price of the Class A Common Stock, the Class C Capital Stock or the depositary shares at that time. In addition, Alphabet has been advised that the option counterparties and/or their respective affiliates may modify their hedge positions by entering into and/or unwinding various derivative transactions with respect to the Class A Common Stock or the Class C Capital Stock and/or by purchasing or selling the Class A Common Stock and/or Class C Capital Stock, and/or other securities of Alphabet in secondary market transactions following the pricing of the depositary shares and prior to the mandatory conversion date of the relevant series of preferred stock (and are likely to do so during the final averaging period relating to the mandatory conversion of the relevant series of preferred stock and, to the extent Alphabet unwinds a corresponding portion of the capped call transactions in connection with an early conversion of the relevant series of preferred stock or repurchase of the relevant depositary shares, following any such early conversion or repurchase). This activity could also cause or avoid an increase or a decrease in the market price of the Class A Common Stock, the Class C Capital Stock or the depositary shares and could affect the value of the shares of Class A Common Stock or Class C Capital Stock, as applicable, that holders will receive upon conversion of the preferred stock and, to the extent the activity occurs during the final averaging period relating to the mandatory conversion of the preferred stock, it could also affect the number of shares of Class A Common Stock or Class C Capital Stock, as applicable, that holders will receive upon conversion.

Underwriters

Goldman Sachs & Co. LLC, J.P. Morgan, and Morgan Stanley are acting as lead joint book-running managers for the underwritten Class A Common Stock and Class C Capital Stock offerings. BofA Securities, Citigroup, Deutsche Bank Securities, HSBC, Wells Fargo Securities, Barclays, BNP Paribas, BTIG, Credit Agricole CIB, Mizuho, RBC Capital Markets, Societe Generale and TD Securities are also acting as joint book-running managers. Academy Securities, BBVA, COMMERZBANK, ING, MUFG, Santander, Scotiabank, Bancroft Capital, Blaylock Van, LLC, Cabrera Capital Markets LLC, Guzman & Company, Loop Capital Markets, Mischler Financial Group, Inc., Siebert Williams Shank and Telsey Advisory Group are acting as co-managers.

Goldman Sachs & Co. LLC, J.P. Morgan, and Morgan Stanley are acting as lead joint book-running managers for the underwritten depositary shares offerings. BofA Securities, Citigroup, Deutsche Bank Securities, HSBC, Wells Fargo Securities, Barclays, BNP Paribas, BTIG, Credit Agricole CIB, Mizuho, RBC Capital Markets, Societe Generale and TD Securities are also acting as joint book-running managers. Academy Securities, BBVA, COMMERZBANK, ING, MUFG, NatWest, Santander, Scotiabank, Standard Chartered Bank, Bancroft Capital, Blaylock Van, LLC, Cabrera Capital Markets LLC, Guzman & Company, Loop Capital Markets, Mischler Financial Group, Inc., Siebert Williams Shank and Telsey Advisory Group are acting as co-managers.

Registration Statement and Prospectus

Alphabet has filed a registration statement on Form S-3 (including a prospectus) with the Securities and Exchange Commission for the offerings to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents Alphabet has filed with the SEC for more complete information about Alphabet, these offerings and the ATM program. Each concurrent offering and any sales of stock under the ATM program may be made only by means of a prospectus supplement and accompanying prospectus. Copies of the registration statement, preliminary prospectus supplements and accompanying prospectuses related to the concurrent offerings and of the prospectus supplement related to the ATM program can be obtained by visiting the SEC's website at <http://www.sec.gov> or by contacting Goldman Sachs & Co. LLC, Attention: Prospectus Department, 200 West Street, New York, NY 10282, by telephone at 1-866-471-2526 or by email at prospectus-ny@ny.email.gs.com; J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or by email at prospectus-eq_fi@jpmchase.com; or Morgan Stanley & Co. LLC, Attention: Prospectus Department, 180 Varick Street, 2nd Floor, New York, NY 10014, or by email at prospectus@morganstanley.com.

This press release does not constitute an offer to sell or a solicitation of an offer to buy these securities, nor any securities issuable upon conversion of these securities, nor does it constitute an offer, solicitation or sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration and qualification under the securities laws of such state or jurisdiction.

About Alphabet Inc.

Alphabet is a collection of companies, the largest of which is Google. Larry Page and Sergey Brin founded Google in September 1998 and the company is headquartered in Mountain View, Calif. Billions of people use its wide range of popular products and platforms each day, like Search, Ads, Chrome, Cloud, YouTube and Android.

Forward-Looking Statements

This press release contains forward-looking statements that involve risks and uncertainties. Examples of forward-looking statements include statements relating to the offerings of Class A Common Stock, Class C Capital Stock, preferred stock and depositary shares, expected sales under the ATM Program, and the anticipated use of the net proceeds therefrom, and the timing and extent of Alphabet's use of the ATM program, as well as any other statement that does not directly relate to any historical or current fact. Actual results may differ materially from the results predicted, and reported results should not be considered as an indication of future performance. The potential risks and uncertainties that could cause actual results to differ from the results predicted include, among others, those risks and uncertainties included under the captions "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Alphabet's Annual Report on Form 10-K for the year ended December 31, 2025, and in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, which are on file with the SEC and are available on its investor relations website at <http://abc.xyz/investor> and on the SEC website at www.sec.gov. Additional information may be set forth in other reports and filings the Company makes with the SEC. All information provided in this press release is as of the date hereof. Undue reliance should not be placed on the forward-looking statements in this press release, which are based on information available to us on the date hereof. Alphabet undertakes no duty to update this information unless required by law.

Contact

Investor Relations:

investor-relations@abc.xyz

Media:

press@abc.xyz