# ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into by the Attorneys General of the States of Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, and Washington (hereinafter "the Attorneys General")[1] and Google Inc. ("Google" or the "Company").

## I. REPRESENTATIONS BY GOOGLE

1. Google outfitted its Street View cars with commercially available antennae and freely available, open-source software called Kismet, between 2008 and May 2010, to drive down public streets and collect WiFi network identification information for use in offering "location aware" or geolocation services.

2. In addition to the network identification information, Google also collected and stored Data Frames which were sent over unencrypted WiFi networks if the network was broadcasting as the Street View car drove by.

3. By cycling through WiFi channels five times per second, the software limited any single data-acquisition event to two-tenths of one second. The low bit rate for transmission of such Data Frames, as well as the variable speed and direction of the vehicles, further resulted in limited, episodic collection of Data Frames.

4. Data Frames collected under the 802.11 standard consist of (1) a header, containing network identifying information (such as a MAC Address or SSID) and (2) a

[1] For ease of reference purposes, this entire group will be referred to collectively herein as the "Attorneys General" or individually as "Attorney General." Such designations, however, as they pertain to: Connecticut, shall refer to the Commissioner of Consumer Protection; and Hawaii, shall refer to the Executive Director of the State of Hawaii's Office of Consumer Protection.

body that may contain the content of communications being transmitted over the network (such content referred to as the "Payload Data").

5. The Payload Data may include URLs of requested Web pages, partial or complete email communications, or any other information, including any confidential or private information being transmitted to or from the network user.

6. Notwithstanding the variables affecting the collection of Data Frames, Google understands from investigations conducted by foreign regulators that in some cases, a full email, complete email address, URLs, or other private information was collected.

7. The Payload Data collected was stored in binary, machine-readable form, and remained unparsed by Google.

8. Google stored the Payload Data on hard drives in vehicles and its servers until May 2010, and thereafter Google undertook efforts to segregate and secure such Payload Data for safekeeping.

9. The Payload Data was not and will not be used in any product or service, nor has the Payload Data collected in the United States been disclosed to any third party.

10. The Payload Data collection occurred without the knowledge of Google executives.

11. Upon discovery of the Payload Data collection, Google:

a. terminated the collection of the Payload Data;

b. segregated the Payload Data from Google File Servers to preservation disks;

c. undertook efforts to secure the Payload Data; and

d. disabled the equipment and software on the Street View vehicle that was used for collection of Payload Data and WiFi Network Information.

12. Google retained an independent expert to confirm: 1) what data was collected and in what manner; 2) that the Payload Data had been segregated and secured; and 3) that the equipment and software on the Street View vehicles used to collect the Payload Data and WiFi Network Information had been removed or deleted.

13. Google continued and updated training of its employees regarding Google's privacy principles and Code of Conduct.

14. Google enhanced the core training for engineers with a particular focus on privacy and security of data, including a security awareness program.

15. Google provided an expert report to the Executive Committee of the Multistate Working Group (the "MSEC") and otherwise responded to the Attorneys General inquiries.

16. Google is implementing a privacy program (the "Privacy Program") that includes or will include within six months from the Effective Date of this Assurance unless a different timeframe is specifically noted herein:

a. the delivery of this Assurance to the Company's executive management within 30 days of the Effective Date of this Assurance;

b. the delivery of this Assurance to employees having supervisory responsibilities for implementation of the Privacy Program within 30 days of the Effective Date of this Assurance;

c. the delivery of this Assurance to the Company's product counsel and attorneys whose responsibilities include providing advice in regard to the privacy of consumer information within 30 days of the Effective Date of this Assurance;

d. the designation of an employee or employees to coordinate and be responsible for the Privacy Program;

e. regular employee training that is designed to:

(1) inform new employees about the importance of user privacy and their role in helping maintain it;

(2) offer further privacy education to Google employees with responsibilities materially relating to the privacy or confidentiality of user data;

(3) make privacy certification programs available to key employees, such as the Certified Information Privacy Professional Certification ("CIPP") or similar certifications demonstrating mastery of a widely recognized body of privacy knowledge; and

(4) provide in-house counsel privacy awareness refresher training for counsel advising product teams.

f. holding an annual "Privacy Week" event, which will be promoted across Google offices and which will include various presentations by internal and external subject matter experts of varied backgrounds relating to privacy and information risk management;

g. the provision of periodic updates, posted using applicable internal communications channels, by individuals responsible for the operation of the Privacy Program, describing key material developments in user privacy, including, for example, descriptions of key technical, legal, or policy developments relating to user privacy;

h. taking reasonable steps designed to select and retain third-party service providers that are capable of appropriately protecting the privacy of Google users' personal information;

i. regular assessments of the effectiveness of the Privacy Program's controls and the consideration of updates to such controls based on those assessments; and

j. the development and maintenance of policies and procedures for responding to identified events involving the unauthorized collection, use or disclosure of user data.

## II. PROHIBITIVE AND AFFIRMATIVE CONDUCT

Google and its successors and assigns:

1. Shall not collect and store for use in any product or service Payload Data via Street View vehicles, except with notice and consent.

2. Shall, for a period of ten years from the Effective Date of this Assurance, maintain the Privacy Program described in Paragraph 16 of Section I above.

3. Shall provide the Attorneys General a copy of the initial and biennial public assessments and reports ("Assessments") conducted pursuant to Part IV of the Consent Decree with the Federal Trade Commission (Docket No. C-4336) (the "Buzz Consent Decree"), without regard to further amendments, and provided thereunder to the Federal Trade Commission.

4. Shall delete or destroy, as soon as practicable and not inconsistent with any current, pending or future litigation holds, preservation orders, preservation letters, or preservation requests of any kind, all Payload Data it collected in the United States of which Google has possession or control (such deletion or destruction is referred to hereinafter as the "Payload Data Deletion"). The Payload Data Deletion shall not occur while any preservation order, preservation letter, or preservation request of any kind is pending, or a preservation obligation otherwise exists or is pending. The Payload Data Deletion shall constitute either or both electronic deletion or physical destruction and be sufficient to ensure that the Payload Data are rendered reasonably unrecoverable and unreadable. Within five (5) days after such Payload Data Deletion, Google shall provide the Attorneys General with a certification that the Payload Data Deletion is complete.

5. Shall design and implement, after consultation with the MSEC, a Public Service Campaign (the "PSC") reasonably designed to educate consumers about steps they

can take to better secure their personal information while using wireless networks. The PSC will begin no later than four (4) months after the Effective Date of this Assurance and at a minimum will include the following components:

- Develop and promote a video on YouTube that explains how users can encrypt their wireless networks (the "how-to video"). This how-to-video shall remain on YouTube for at least two years from the date the PSC begins and at a minimum should demonstrate the configuration of wireless security modes: WEP (Wired Encryption Protocol), WPA-Personal (Wireless Protected Access), WPA2-Personal (Wireless Protected Access supporting AES), and WPA-Enterprise & WPA2-Enterprise (Wireless Protected Access supporting AES using RADIUS server authentication).

- Write a blog post for the Google Public Policy Blog explaining the value of encrypting a wireless network, directing users to links to how-to videos on YouTube. This blog post shall remain on the Google Public Policy blog for at least two years from the date the blog post is first published.

- Run at least one half-page educational newspaper ad in a newspaper of national circulation and at least one half-page educational ad in the newspaper with the greatest circulation rate in each State.

- Incorporate a discussion on WiFi security in an educational pamphlet about online safety and privacy. This pamphlet shall be made available to the public for at least two years from the date of its first dissemination or publication.

- Run daily online ads promoting the how-to video for at least two years from the date the campaign begins.

## III. PAYMENT TO THE STATES

Google shall pay $7,000,000.00 (Seven Million Dollars) to be divided and paid by Google directly to each of the Attorneys General in an amount to be designated by and

in the sole discretion of the MSEC. Each of the Attorneys General agrees that the MSEC has the authority to designate such amount to be paid by Google to each Attorney General and to provide Google with instructions for the payments to be distributed under this paragraph. Payment shall be made no later than thirty (30) days after the Effective Date and receipt of payment instructions by Google from the MSEC except, where state law requires judicial or other approval of the Assurance, payment shall be made no later than thirty (30) days after notice from an Attorney General that such final approval for the Assurance has been secured.

Said payment shall be used by the Attorneys General for such purposes that may include, but are not limited to civil penalties, attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of each Attorney General.[2]

## IV. RELEASE

By execution of this Assurance, and following a full and complete payment to an Attorney General, that Attorney General, on behalf of his or her State, releases and forever discharges Google and its affiliates, and their respective directors, officers, employees, agents, representatives, successors, predecessors, and assigns ("Released Parties"), from the following: all civil claims, causes of action, damages, restitution, fines, costs, and penalties that the Attorney General could have asserted against the Released Parties under the consumer protection statutes listed on Attachment A based on Google's collection of Payload Data through use of its Street View vehicles prior to the date of this Assurance, whether known or unknown, foreseen or unforeseen, as

[2] With respect to the State of Colorado, its apportionment shall be used first for reimbursement of Colorado's actual costs and attorneys' fees, and second, to be held along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud, or antitrust enforcement efforts.

described in more detail in Section I of this Assurance (collectively, the "Released Claims").

Released Claims do not include claims for violation of this Assurance or claims pursuant to any other statute or regulation (including, without limitation, antitrust laws, environmental laws, tax laws, credit repair/service organization laws, buying club laws, and criminal statutes and codes), nor do they include actions or proceedings brought pursuant to State consumer protection laws or statutes alleging violations that are not addressed by the terms of this Assurance.

## V. NO ADMISSIONS

This Assurance is for settlement purposes only, and to the fullest extent permitted by law neither the fact of, nor any provision contained in, this Assurance nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Parties or admission by any Released Parties of the validity or lack thereof of any claim, allegation, or defense asserted in any other action.

## VI. GENERAL PROVISIONS

1. Any failure of any State to exercise any right under this Assurance shall not constitute a waiver of any rights hereunder of that State or any other State.

2. Counsel for Google, by and on behalf of Google, and the undersigned representatives of each of the Attorneys General, by and on behalf of each Attorney General, hereby represent that each is authorized to enter into and execute this Assurance.

3. Google is and has been represented by legal counsel and has been advised by its legal counsel of the meaning and effect of this Assurance.

4. Nothing in this Assurance shall be construed as relieving Google of its obligations to comply with all state and federal laws, regulations, and rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

5. The Attorneys General have relied on all of the representations and warranties set forth in this Assurance and if any representation is proved false or misleading in any material respect, the Attorneys General have the right to seek any relief or remedy afforded by law or equity in their respective states.

6. The Attorneys General have not approved any of Google's business practices, past, current or future, and nothing contained herein shall be interpreted to mean otherwise.

7. This Assurance may be enforced only by the parties hereto. Nothing in this Assurance shall provide any rights or permit any person or entity not a party hereto, including any state or attorney general not a party hereto, to enforce any provision of this Assurance. No person or entity not a signatory hereto is a third party beneficiary of this Assurance. Nothing in this Assurance shall be construed to affect, limit, alter or assist any private right of action that a consumer may hold against Google.

8. This Assurance may be executed in counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts may be delivered by facsimile or electronic transmission or a copy thereof with the intent that it or they shall constitute an original counterpart hereof.

9. The Attorney General of Connecticut, which for purposes of this paragraph shall mean both Commissioner of Consumer Protection and the Connecticut Attorney General, on behalf of the MSEC and the Attorneys General, is the designated representative to receive any report, notice or consultation required under paragraphs 3, 4 and 5 of Section II of this Assurance. Google agrees that the Attorney General of

Connecticut is authorized to share any materials received from Google with the Attorneys General.

10. This Assurance shall become effective when all Attorneys General have delivered a counterpart signature page to Google (the "Effective Date").

WHEREFORE, the following signatures are affixed hereto:

**GOOGLE INC.**

Kent Walker

KENT WALKER
Senior Vice President & General Counsel
Google Inc.

Date: 3/8/13

Dated March 10, 2013

JOHN W. SUTHERS
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## ATTACHMENT A

| State | Consumer Protection Statute |
|---|---|
| Alaska | Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. §§ 45.50.471 to 45.50.561 |
| Arizona | Arizona Consumer Fraud Act, Ariz. Rev. Stat. Ann. §§ 44-1521, *et seq.* |
| Arkansas | Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101, *et seq.* |
| California | Cal. Bus & Prof. Code §§17200, *et seq.* |
| Colorado | Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101, *et seq.* |
| Connecticut | Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.* |
| Delaware | Delaware Consumer Fraud Act, Del. Code Ann. tit. 6, §§ 2511 to 2527 |
| D.C. | District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq.* (2001) |
| Florida | Florida Deceptive and Unfair Trade Practices Act, Part II, Chapter 501, Fla. Stat. Ann §§ 501.201 *et seq.* |
| Hawaii | Haw. Rev. Stat. §§ 480-1, *et seq.*; Hawaii Unfair and Deceptive Trade Practices Act, Haw. Rev. Stat. §§ 481A-1, *et seq.* |
| Illinois | Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1, *et seq.* |
| Iowa | Iowa Consumer Fraud Act, Iowa Code § 714.16 |
| Kansas | Kan. Stat. Ann. §§ 50-623, *et seq.* |
| Kentucky | Kentucky Consumer Protection Act, Ken. Rev. Stat. Ann § 367.170 |
| Louisiana | Louisiana Unfair Trade Practices and Consumer Protection Act, La. Rev. Stat. Ann. §§ 51:1401, *et seq.* |
| Maine | The Maine Unfair Trade Practices Act, Me. Rev. Stat. Ann. tit. 5, § 207 |

| State | Consumer Protection Statute |
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| Maryland | Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2005 Repl. Vol. and 2011 Supp.) |
| Massachusetts | Mass. Gen. Law ch. 93A |
| Michigan | Michigan Consumer Protection Act, Mich. Comp. Laws §§ 445.901, *et seq.* |
| Mississippi | Miss. Code Ann §§ 75-24-1, *et seq.* |
| Missouri | Mo. Rev. Stat. § 407.020 |
| Montana | Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code Ann. §§ 30-14-101, *et. seq.* |
| Nebraska | Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601, *et seq.* and Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301, *et seq.* |
| Nevada | Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. §§ 598.0903, *et seq.* |
| New Jersey | New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.* |
| New Mexico | New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-1, *et seq.* |
| New York | N.Y. Exec. Law § 63(12); N.Y. Gen. Bus. Law §§ 349 and 350 |
| North Carolina | North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* |
| North Dakota | Unlawful Sales or Advertising Practices, N.D. Cent. Code §§ 51-15-01, *et seq.* |
| Ohio | Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §§ 1345.01, *et seq.* |
| Oklahoma | Oklahoma Consumer Protection Act, Ok. Stat. tit. 15, §§ 751, *et seq.* (2011) |
| Oregon | Oregon Unlawful Trade Practices Act, Or. Rev. Stat. §§ 646.605, *et seq.* |
| Rhode Island | Deceptive Trade Practices Act, R.I. Gen. Laws Ann. §§ 6- |

| State | Consumer Protection Statute |
|---|---|
| | 13.1-1, *et seq.* |
| South Carolina | South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.* |
| Tennessee | Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, *et seq.* |
| Texas | Texas Deceptive Trade Practices--Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41, *et seq.* |
| Vermont | Vermont Consumer Protection Act, Vt. Stat. Ann. tit. 9, §§ 2451, *et seq.* |
| Virginia | Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196, et *seq.* |
| Washington | Washington Consumer Protection Act, Wash. Rev. Code Ann. §§ 19.86, *et seq.* |