

April 3, 2013

COMMITMENTS

IN

Case COMP/C-3/39.740 - *Foundem and others*

In accordance with Article 9 of Regulation (EC) No 1/2003, Google Inc. (“*Google*”) hereby gives the following commitments (the “*Commitments*”) to address the preliminary competition concerns identified by the European Commission (the “*Commission*”) in its preliminary assessment of March 13, 2013, in the above-referenced matter.

Nothing in these Commitments should be construed as establishing a violation of EU competition rules or an admission that Google agrees with the concerns expressed in the Commission’s preliminary assessment, or with any factual allegation or legal conclusion asserted or referenced by the Commission in any final commitments decision, or any other documents or statements released by the Commission in connection with this investigation. Google expressly denies any wrongdoing or that it has any liability relating to the Commission’s investigation under Article 102 TFEU.

Consistent with Article 9 of Council Regulation (EC) No 1/2003, Google offers these Commitments to avoid the time, inconvenience, and expense of ongoing proceedings, with the understanding that the Commission will confirm that there are no grounds for further action and will close all open investigations on the four competition concerns outlined in the Commission's preliminary assessment of March 13, 2013.

In circumstances where Google, for reasons of practicality, implements measures similar to those described in these Commitments when, or where, not required to do so, this shall not be deemed to imply any obligation to maintain such measures or admission by Google that such measures were required.

Google provides these Commitments on the understanding that they involve complex technical mechanisms and interactions between multiple different systems against a background of rapidly evolving products, technologies and business models.

I. SEARCH

A. Links To Google Specialised Search Results Pages

1. If Google, in response to a query entered in a Google General Search Box, displays a Google Specialised Results Link, then Google will implement the measures described in the following paragraphs.
2. If the Google Specialised Results Link leads to a type of Google Specialised Search Results Page that showed at least one Paid Specialised Search Result for more than 5% of page views by EEA Users in the preceding calendar quarter, Google will:
 - a) display a label with the Google Specialised Results Link that: (i) is accessible to users via a clearly visible icon, (ii) indicates that the Google Specialised Results Link has been added by Google to provide access to a Google Specialised Search Results Page, so that users do not confuse Google Specialised Results Links with Generic Search Results, and (iii) indicates to users where to find alternatives provided by Rival Links;
 - b) display the Google Specialised Results Link in an area that is separate from Generic Search Results, so that users do not confuse Google Specialised Results Links with Generic Search Results; and
 - c) provide references to pertinent competing services by displaying three Rival Links that are (i) presented in a manner to make users clearly aware of these alternatives and (ii) selected in accordance with the mechanism set out in Annex 1.
3. If the Google Specialised Results Link leads to a type of Google Specialised Search Results Page that generates revenue on the basis of pay-per-click, pay-per-impression, pay for inclusion or ranking, or a similar model for more than 5% of page views by EEA Users in the preceding calendar quarter, but does not meet the conditions of paragraph 2, Google will:
 - a) display a label with the Google Specialised Results Link that: (i) is accessible to users via a clearly visible icon, (ii) indicates that the Google Specialised Results Link has been added by Google to provide access to a Google Specialised Search Results Page, so that users do not confuse Google Specialised Results Links with Generic Search Results, and (iii) indicates to users where to find alternatives provided by Rival Links;
 - b) distinguish the Google Specialised Results Link with graphical features, so that users do not confuse Google Specialised Results Links with Generic Search Results; and

- c) provide references to pertinent competing services by displaying three Rival Links that are (i) presented in a manner to make users clearly aware of these alternatives and (ii) selected in accordance with the mechanism set out in Annex 1.
4. For Google Specialised Results Links that do not meet the conditions of paragraphs 2 or 3, Google will display a label with the Google Specialised Results Link that (i) is accessible to users via a clearly visible icon and (ii) indicates that the Google Specialised Results Link has been added by Google to provide access to a Google Specialised Search Results Page, so that users do not confuse Google Specialised Results Links with Generic Search Results.
5. For devices with a screen size of 9.7 inches (diagonal) or greater and a resolution of 1024x768 pixels or greater, Google will display Rival Links pursuant to paragraphs 2 and 3 directly on the Google General Search Results Page. For devices with screen sizes less than 9.7 inches (diagonal) or a resolution of less than 1024x768 pixels, Google will make Rival Links accessible via a dedicated link.
6. Annex 2 contains examples of implementations that set out for each of the commitments pursuant to paragraphs 1-5 the minimum standard for the degree to which Google shall implement these commitments.
7. Google may choose alternative solutions to those contained in Annex 2 meeting the conditions of paragraphs 1-5 above, in particular to adapt to changes in the design, technology, and context of Google's search results. Pursuant to paragraph 14 of Annex 4, Google will report such changes within ten US business days from rolling out that alternative implementation.

B. Display and Use of Content

Opt-Out from Display

8. Within three months from the Effective Date, Google will make available a web-based Notice Form that provides website owners with the option to opt out of display on Covered Web Pages of content crawled by Google's search user agents. Website owners will be able to opt out on a domain name basis.¹
9. Within 30 working days of receipt of a properly completed Notice Form, Google will cease displaying content crawled by its search user agents from the domain name designated by the website owner on Covered Web Pages.
10. Google shall not use the fact that a site has exercised this opt-out as a signal for determining ranking in Generic Search Results.

¹ *I.e.*, a website owner may designate a website (such as [www.example.fr]) to subject all content on www.example.fr to the opt-out. A website owner may not designate only individual sub-domains (such as [sub.example.fr]) or individual directories within a domain (such as [www.example.fr/sub]).

11. Exercise of the opt-out will not prevent content from the website appearing in Generic Search Results and will have no material adverse impact on ranking in Generic Search Results, save for indirect effects resulting from (i) [redacted - one specific parameter which is taken into account in Google's Generic Search Ranking algorithms and that is influenced in ways that are outside of Google's control] or (ii) changes to non-Google websites.
12. If Google learns or is made aware that a future change in search technology has had a material adverse indirect impact (as a result of an opt-out) on the ranking of opted-out sites in Generic Search Results, other than indirect effects resulting from the factors set forth in paragraph 11 (i) and (ii) above, Google will notify the Monitoring Trustee and explain the rationale for the change. After being informed by the Monitoring Trustee, the Commission will consider the matter and may require Google to reverse or mitigate the impact of the change.
13. Nothing in paragraphs 8-12 above shall affect Google's ability to (i) otherwise use or process crawled content, (ii) display content that it has sourced independently, even if it is the same as or overlaps with content crawled from a website that has opted out, and (iii) display licensed content, including content licensed by sites that have opted out.
14. A website that has opted out in accordance with paragraphs 8-12 above may opt in again at any time at least 3 months after submission of the properly completed Notice Form for the prior opt-out. There shall be no limit on the number of times a website may opt out or opt in save that, in all cases, a period of three months must have expired since its last request to either opt out or opt in as appropriate.

HTML Component

15. Within three months of the Effective Date, Google will publish specifications for an HTML component (or an alternative technical solution producing substantially the same results) that will allow Product and Local Search Sites to mark data of the kind listed in Annex 3 comprising no more than 10% of the readable text on any web page for exclusion from Google's search production index.
16. After the date that a website has implemented the HTML component in accordance with the specifications referred to above, Google will no longer add marked data to any search production index used for results displayed on Google Web Pages hosted on EEA country code top-level domains (but shall have no obligation to remove previously crawled and indexed content).

Google News

17. Google will maintain a specific robots exclusion protocol that will give newspaper publishers established in the EEA a means to:

- elect, on a webpage-by-webpage basis, to exclude content from display in Google News;
 - specify on a webpage-by-webpage basis, a particular date when particular articles should no longer be displayed on Google News; and
 - prevent on a webpage-by-webpage basis the display of snippets for their articles on Google News, without preventing the display of result links to the articles on Google News.
18. Google shall not use the fact that a site has used the specific robots exclusion protocol described above as a signal for determining ranking in Generic Search Results.
19. Use of the specific robots exclusion protocol described above will not prevent content from the website appearing in Generic Search Results and will have no material adverse impact on ranking in Generic Search Results, save for indirect effects resulting from (i) [redacted - one specific parameter which is taken into account in Google’s Generic Search Ranking algorithms and that is influenced in ways that are outside of Google’s control] or (ii) changes to non-Google websites.
20. If Google learns or is made aware that a future change in search technology has had a material adverse indirect impact (as a result of use of the specific robots exclusion protocol described above) on the ranking of opted-out sites in Generic Search Results, other than indirect effects resulting from the factors set forth in paragraph 19 (i) and (ii) above, Google will notify the Monitoring Trustee and explain the rationale for the change. After being informed by the Monitoring Trustee, the Commission will consider the matter and may require Google to reverse or mitigate the impact of the change.

C. General Provisions

21. The Commitments described in Sections I.A and I.B will not apply to experiments for new or modified search features provided that queries resulting in the display of search features subject to this exception will not exceed, in the aggregate, 5% of queries entered into a Google General Search Box during any given calendar month. Google will implement a system that allows the identification, including by third parties, of Google General Search Results Pages to which this exception is applied.

Defined Terms

“**Covered Web Page**” means a type of Google Specialised Search Results Page that can be accessed via a Google Specialised Results Link.

“**EEA**” means the territories of the Contracting Parties to the EEA agreement.

“**EEA User**” means a user located in the EEA.

“Generic Search Results” means a type of Search Results that (i) is not paid-for, (ii) can cover any category of public online content (*i.e.*, is not limited by design to a pre-defined content category such as news, local businesses, images, travel, video) and (iii) is returned in response to a query entered into a Google General Search Box.

“Google EEA Search Domains” means the following Google websites: www.google.at, www.google.be, www.google.cz, www.google.de, www.google.es, www.google.fr, www.google.ie, www.google.it, www.google.hu, www.google.nl, www.google.no, www.google.pl, www.google.pt, www.google.se, www.google.co.uk, www.google.gr, www.google.bg, www.google.com.cy, www.google.dk, www.google.ee, www.google.fi, www.google.lv, www.google.lt, www.google.lu, www.google.com.mt, www.google.ro, www.google.sk, www.google.si, www.google.is, www.google.li, as well as any successor of these websites, and equivalent websites for countries that become Member States of the European Union or a contracting party to the EEA agreement during the duration of these Commitments.

“Google General Search Box” means an input field that allows users to search for web-based content across multiple different content categories and that is displayed either (i) on a Google Web Page that belongs to a Google EEA Search Domain or (ii) within a Google General Search Application that is installed on a mobile device and is set to render search results from a Google EEA Search Domain.

“Google General Search Application” means the software applications currently known as the “Google Mobile Application” and “Quick Search Box” or their successors.

“Google General Search Results Pages” means a type of Google Web Page that is hosted on a Google EEA Search Domain and has as its primary purpose the display of Search Results that by their design are able to cover any category of public online content.

“Google News” means the EEA editions of Google Web Pages displayed on the news.google.com sub-domains as well as any successor of these sub-domains.

“Google Specialised Results Link” means a hyperlink displayed in response to a query entered in a Google General Search Box that (i) leads to a Google Specialised Search Results Page; (ii) appears on a Google Web Page that also displays Generic Search Results; and (iii) is displayed or ranked based on mechanisms that do not apply in an equivalent manner to links to non-Google websites. Google Specialised Results Links do not include, *inter alia*, menu-type links of the type that Google currently displays at the top of the Google General Search Results Pages (as shown in [Annex 2](#)) and successor links.

“Google Web Page” means a Google-owned web page.

“Notice Form” means a web-based form made available on a Google Web Page to be completed by website owners wishing to exercise the opt-out set forth in paragraphs 8-12.

“Paid Specialised Search Results” means Search Results (i) that are by their design limited to a pre-defined category of online content and (ii) for which Google receives payment for inclusion or ranking.

“Product and Local Search Sites” means websites hosted on an EEA country code or the .eu top-level domain that (i) qualify to appear as a Rival Link pursuant to paragraphs 2(c) or 3(c) above and Annex 1 and that (ii) focus on providing product search or local search services.

“Rival Link” means a paid or unpaid link to a non-Google website selected according to the process described in Annex 1.

“Search Results” means a ranked set of hyperlinks and associated text snippets or thumbnail images that lead to web pages from different providers and that are dynamically generated in response to a search query by a user.

“Google Specialised Search Results Page” means a type of stand-alone Google Web Page that (i) has as its primary purpose the display of Search Results that are by their design limited to a single pre-defined category of online content (e.g., news, local businesses, images, travel, video) and (ii) differs from the type of Google Web Pages returned in response to queries entered into a Google General Search Box.

II. AdSense for Search (AFS)

22. Within three months of the Effective Date, Google will cease to include in new or renegotiated contract terms with AFS Partners any provisions or impose on AFS Partners any unwritten obligations that would require those AFS Partners to source their requirements for Search Ads from Google in a way that gives rise to legal or de facto exclusivity with respect to Search Ads. Google will not include in such contract terms any provisions or impose any unwritten obligations that would prevent AFS Partners from displaying:
- Any non-Google Search Ads (or require them to comply with mock-ups that would have the same effect).
 - Non-Google Search Ads above or directly adjacent to Google Search Ads (or require them to comply with mock-ups that would have the same effect).
 - Non-Google Search Ads solely on the basis that an end user could reasonably confuse such Search Ads with Google Search Ads.
23. Within three months of the Effective Date, Google will cease to include in new or renegotiated contract terms with Direct Partners any provisions that would require those Direct Partners to request more than:
- CATEGORY 1: Three Google Search Ads in relation to any search query in response to which the Direct Partner requests a total of five or more Search Ads (including Search Ads provided by third parties);

- CATEGORY 2: Two Google Search Ads in relation to any search query in response to which the Direct Partner requests a total of three or four Search Ads (including Search Ads provided by third parties); or
- CATEGORY 3: One Google Search Ad in relation to any search query in response to which the Direct Partner requests a total of one or two Search Ads (including Search Ads provided by third parties).

Google will not require its Direct Partners to disclose the total number of Search Ads (including Search Ads provided by third parties) requested. Google may however monitor compliance by Direct Partners with contract terms by requiring Direct Partners to confirm (and, where Google has concerns, present evidence of) which of the three above-mentioned categories applies to them.

24. For the avoidance of doubt, Google's obligations under paragraphs 22 and 23 are without prejudice to its ability to:

- Require AFS Partners to ensure that: (i) Google Search Ads are labeled visibly in a way that clearly identifies Google as the source of the ads so as to distinguish them from non-Google Search Ads; and (ii) Google (and, if Google also provides the Search Results, non-Google) Search Ads are labeled in a way that clearly identifies their sponsored nature so as to distinguish them from Search Results. Google will make easily accessible to AFS Partners (for example, on a web page for AFS Partners) examples of labels complying with both requirements.
- Require Direct Partners to display Google Search Ads in a single continuous block. In this respect Google will specify that the single continuous block requirement permits Direct Partners to:
 - split the ad block across the fold, such that the Google Search Ads may start above the fold and (i) continue below the fold on the right-hand side or (ii) where the Direct Partner does not display any Search Ads (including non-Google Search Ads) on the right-hand side, continue below the search results; and
 - where the Direct Partner has adjacent columns of Search Ads starting at the same height above the fold, display (i) Google Search Ads contiguously in the first column (including in any additional ad slots below the fold) and/or in the second column; and (ii) non-Google Search Ads in the first and/or second column, provided that when reading vertically down the first column top to bottom and then down the adjacent column top to bottom, Google Search Ads are displayed in a single continuous block and are not interspersed with non-Google Search Ads.

Google will make easily accessible to Direct Partners (for example, on a web page for Direct Partners) examples of web page configurations displaying both Google

and non-Google Search Ads that comply with the single continuous block requirement. These examples will include the configurations contained in Annex 5.

- Amend or vary any advertising revenue shares or search fees under its contracts with AFS Partners. For the avoidance of doubt, any amendment to or variation of Google's advertising revenue shares or search fees must comply with EU competition law.

25. Google will:

- Within three months of the Effective Date waive provisions in existing contracts with Direct Partners that correspond to the provisions set out in paragraphs 22 and 23, except that with respect to two existing customised contracts between Google and [confidential] Google will within three months of the Effective Date offer each partner the option, based on a written proposal specifying the main contractual terms (including the services covered and the payments to be made by both parties), to elect within 60 days of the receipt of the proposal to amend the contract terms to
 - make them consistent with paragraphs 22 and 23 [confidential]
 - [confidential].
- Within three months of the Effective Date amend provisions in its existing contracts with Online Partners that correspond to the provisions set out in paragraphs 22.

26. Paragraphs 22-25 will apply to contract terms governing the display of Search Ads on AFS Partners' sites when and to the extent that the Search Ads are served in response to a query from a user who based on IP address data available to Google is located within the EEA.

Defined Terms

“AFS Partners” means counterparties that enter into contracts with Google for the provision of Search Ads via Google's AdSense for Search service.

“Direct Partners” means AFS Partners other than Online Partners.

“EEA” means the territories of the Contracting Parties to the Agreement on the European Economic Area.

“Online Partners” means AFS Partners that enter into contracts with Google by accepting the online terms and conditions available at <https://www.google.com/adsense/localized-terms>, <http://www.google.co.uk/cse/docs/tos.html> and/or <https://developers.google.com/custom-search-ads/terms>, or equivalent terms that govern the provision of these services and successor terms and conditions to any of the aforementioned terms and conditions.

“**Search Ads**” means keyword-targeted, hyperlinked ads displayed in response to search queries.

“**Search Results**” means a ranked set of hyperlinks and associated text snippets or thumbnail images that lead to web pages from different providers and that are dynamically generated in response to a search query by a user.

III. ADWORDS API

27. Within three months of the Effective Date, Google will delete Clause III.2.c.i of the AdWords API terms and conditions and will not introduce any new written or unwritten requirements that prevent AdWords API Clients from showing input fields for collecting or transmitting User Campaign Data in the same tab or screen with (i) the content of non-Google advertising services or (ii) input fields for collecting or transmitting User Campaign Data to non-Google advertising services.
28. Within three months of the Effective Date, Google will delete Clause III.2.c.ii of the AdWords API terms and conditions and will not introduce any new written or unwritten requirements that prevent AdWords API Clients from offering functionality that copies User Campaign Data between Google’s AdWords and non-Google advertising services.
29. Google will not treat, without objective justification, AdWords API licensees differently from similarly situated licensees as a result of their development or distribution of AdWords API Clients that implement the functionality currently prohibited by Clause III.2.c.i and Clause III.2.c.ii of the AdWords API terms and conditions.
30. The obligations under paragraphs 27-29 are without prejudice to Google’s ability to revise its AdWords API terms and conditions in other respects, provided that such changes shall not include written or unwritten requirements that would unduly (*i.e.*, without objective justification) discourage advertisers from porting and managing search advertising campaigns across Google AdWords and non-Google advertising services.
31. The obligations under paragraphs 27-29 will apply with regard to AdWords API licensees with an office located in the EEA or AdWords API licensees to the extent they provide tools to customers that have an AdWords billing address within the EEA or run AdWords advertising campaigns within the EEA.

Defined Terms

“**AdWords API Client**” means software that interacts with Google’s servers using the AdWords API specifications and protocols, and use of which is subject to the AdWords API terms and conditions.

“*EEA*” means the territories of the Contracting Parties to the Agreement on the European Economic Area.

“*User Campaign Data*” means any data, instruction or content transmitted electronically to Google by an AdWords customer or on behalf of an AdWords customer with regard to its AdWords search advertising campaigns.

IV. EFFECTIVE DATE

32. These Commitments shall take effect on the date on which Google receives formal notification of a decision pursuant to Article 9 of Council Regulation (EC) No 1/2003 by which the Commission makes these Commitments binding on Google (“*Effective Date*”).

V. DURATION

33. The term of these Commitments shall be five years and 3 months from the Effective Date.

VI. MONITORING

VI.1 Appointment

34. Google will appoint one or more natural or legal person(s) (the “*Monitoring Trustee*”), who is/are subject to prior written approval by the Commission, to monitor Google's compliance with the duties and obligations set out in these Commitments. The Monitoring Trustee will carry out the functions specified in this section.

35. The Monitoring Trustee shall be independent of Google and Interested Third Parties and their Affiliated Undertakings.

36. The Monitoring Trustee shall be remunerated by Google in a way that does not influence or impede the independent and effective fulfillment of its mandate.

37. The Monitoring Trustee shall possess the necessary qualifications to carry out its Mandate. The Monitoring Trustee must be familiar with the industries to which these Commitments relate and have the experience and competence necessary for carrying out its functions.

38. The Monitoring Trustee shall neither have, nor become exposed to a Conflict of Interest during the term of the Mandate. In particular, the Monitoring Trustee shall not

- a) have or accept any employment by or be or accept any appointment as Member of the Board or member of other management bodies of Google or of any Interested Third Party or of any of their Affiliated Undertakings other than appointments pertaining to the establishment and performance of the Mandate;

- b) have or accept any assignments from, business relationships with or financial interests in Google or any Interested Third Party or any of their Affiliated Undertakings that might lead to a Conflict of Interest; and
- c) have or accept any other appointments, assignments or other business relationship that may, in view of the circumstances of the particular case, be regarded as influencing or impairing the Monitoring Trustee's objectivity and independence in discharging its duties and obligations.

Should the Monitoring Trustee become aware of a Conflict of Interest, it shall promptly inform Google and the Commission. In the event that Google becomes aware that the Monitoring Trustee has or may have a Conflict of Interest, Google shall promptly notify the Monitoring Trustee and the Commission. Where a Conflict of Interest occurs during the term of the Mandate, the Monitoring Trustee shall notify the Commission and resolve it immediately. In case the Conflict of Interest cannot be resolved or is not resolved by the Monitoring Trustee in a timely manner, the Commission may require Google to replace the Monitoring Trustee in accordance with Section VI.2 of these Commitments.

Proposal by Google

39. Within one week of the Effective Date, Google shall submit a list of one or more persons whom Google proposes to appoint as the Monitoring Trustee (“**Candidates**”) to the Commission for approval. The proposal shall contain sufficient information for the Commission to verify that the proposed Monitoring Trustee fulfills the requirements set out in paragraphs 35-38 above and shall include:
- the full terms of the proposed Mandate, which shall include all provisions necessary to enable the Monitoring Trustee to fulfill its duties and obligations under these Commitments; and
 - an outline of a plan which describes how the Monitoring Trustee intends to carry out its assigned tasks (“**Work Plan**”).

Approval or rejection by the Commission

40. The Commission shall have the discretion to approve or reject the proposed Candidates in accordance with the Commitments and to approve the proposed Mandate, subject to any modifications that it deems necessary for the Monitoring Trustee to exercise its function as set out in Section VI.3 and Annex 4 to these Commitments. If only one Candidate is approved, Google shall appoint the natural or legal person concerned as Monitoring Trustee. If more than one Candidate is approved, Google shall be free to choose the Monitoring Trustee to be appointed from among the approved Candidates. The Monitoring Trustee shall be appointed within one week of the Commission's written approval, in accordance with the Mandate as approved by the Commission.

New proposal by Google

41. If all the proposed Monitoring Trustees are rejected, Google shall submit a list of at least two additional Candidates within one week of being informed of the rejection by the Commission, in accordance with the requirements and the procedure set out in paragraphs 34-40 above.

Monitoring Trustee nominated by the Commission

42. If all further proposed Candidates are rejected by the Commission, the Commission shall nominate a Monitoring Trustee, whom Google shall appoint within one week of the nomination by the Commission, in accordance with a Mandate approved by the Commission.

Monitoring Trustee Team

43. The Monitoring Trustee can assign such natural person(s) that it considers necessary or appropriate for the performance of the duties and obligations specified in Section VI.3 and in Annex 4 to the Commitments and that satisfy the requirements in paragraphs 35-38 above (“**Monitoring Trustee Team**”). The Commission reserves the right to require the Monitoring Trustee at any time to replace individual members of the Monitoring Trustee Team.

VI.2 Replacement and discharge of the Monitoring Trustee

44. If the Monitoring Trustee ceases to perform its functions under these Commitments, or no longer meets the requirements of paragraphs 35, 37 and 38 above, including as a result of the exposure of the Monitoring Trustee to a Conflict of Interest, or for any other good cause:
 - the Commission may, after hearing the Monitoring Trustee and Google, require Google to replace the Monitoring Trustee; or
 - Google, with the prior written approval of the Commission, may replace the Monitoring Trustee.
45. If relieved of its duties and obligations according to paragraph 44 above, the Monitoring Trustee may be required to continue in its functions until a new Monitoring Trustee is in place to whom the Monitoring Trustee has effected a full hand over of all relevant information. The new Monitoring Trustee shall be appointed in accordance with paragraphs 34-42 above.
46. Unless relieved of its duties and obligations in accordance with paragraph 44 above, the Monitoring Trustee shall cease to act as a Monitoring Trustee only upon expiry of these Commitments and after the Commission has discharged it from its duties and obligations.

VI.3 Functions of the Monitoring Trustee

47. The Monitoring Trustee shall assist the Commission in monitoring Google's compliance with the Commitments. It shall assume the duties and obligations specified in this Section and in Annex 4 to these Commitments.
48. The Monitoring Trustee shall have no decision-making powers or powers of investigation of the kind vested in the Commission pursuant to Council Regulation (EC) No 1/2003.
49. The Monitoring Trustee shall carry out its duties in accordance with the Mandate and the Work Plan, including any potential revisions of both documents. For the avoidance of doubt, nothing in the Mandate or the Work Plan shall expand the functions of the Monitoring Trustee or Google's obligations as defined in Sections VI.3-VI.5 and Annex 4 to these Commitments.
50. The Mandate and the Work Plan may only be amended in writing and with the Commission's prior approval. The Commission may require amendments to the Mandate, after consultation with Google and the Monitoring Trustee, provided that such amendments are necessary for the Monitoring Trustee to effectively exercise its functions pursuant to this Section and Annex 4. The Commission may at any moment request the Monitoring Trustee to submit a revised Work Plan. Equally, the Monitoring Trustee shall submit such a revised Work Plan to the Commission if it has reason to believe that there is a need to revise the Work Plan. Any such revised Work Plan will be subject to the Commission's prior written approval.
51. The Monitoring Trustee shall not undertake any significant work not covered by the Work Plan unless it has received written express instructions from the Commission. Where the Monitoring Trustee is required to exercise its own initiative, it shall discuss the work involved with the Commission and obtain its prior approval before undertaking any significant work.
52. The Commission may, on its own initiative or at the request of the Monitoring Trustee or Google, give any orders or instructions to the Monitoring Trustee to ensure the monitoring of Google's compliance with these Commitments. Google is not entitled to give any orders or instructions to the Monitoring Trustee.

VI.4 Other obligations of the Monitoring Trustee

53. The Monitoring Trustee shall provide the Commission with a summary of its fees and expenses incurred in carrying out its tasks in accordance with its Mandate and the Work Plan on a yearly basis.
54. The Monitoring Trustee and the Monitoring Trustee Team shall not disclose Confidential Information to anyone other than the Commission, or the Monitoring Trustee and the Commission in the case of the Monitoring Trustee Team. Any

Confidential Information obtained by the Monitoring Trustee and the Monitoring Trustee Team in performance of the duties and obligations specified in this Section and Annex 4 shall be kept in the strictest confidence and shall be used solely for the purpose of performing the duties and obligations specified in this section and Annex 4. The Monitoring Trustee and the Monitoring Trustee Team shall ensure that adequate safeguards are established and adhered to in taking delivery of, tracking the dissemination of, monitoring the use of, protecting against the disclosure of and determining the safe disposal of Confidential Information. These safeguards must be effective to protect the Confidential Information, but shall not be such as to prevent the Monitoring Trustee and the Monitoring Trustee Team from effectively fulfilling their duties and obligations specified in this section and in Annex 4.

55. The Monitoring Trustee and the Monitoring Trustee Team shall not make any public statements relating to the performance of their functions in relation with these Commitments.
56. The Monitoring Trustee shall procure that the Monitoring Trustee Team sign confidentiality undertakings warranting their knowledge of and compliance with the principles outlined in paragraphs 54 and 55.
57. The Monitoring Trustee and the Monitoring Trustee Team shall abide by the obligations of non-disclosure imposed in Article 28(2) of Council Regulation (EC) No 1/2003 with regard to any information acquired in the performance of the Mandate or from the Commission, even after the term of the Mandate.

VI.5 Duties and Obligations of Google

58. Google may comply with any specific request made by the Monitoring Trustee in its sole discretion. The Commission reserves the right to exercise its powers of investigation set out in Section V of Council Regulation (EC) No 1/2003 should Google decline any request made by the Monitoring Trustee.
59. Google shall assume the duties and obligations specified in this Section and in Annex 4 to these Commitments subject to paragraph 58.
60. Google agrees that the Commission may share Confidential Information proprietary to Google with the Monitoring Trustee and the Monitoring Trustee Team who shall not disclose such information in accordance with Section VI.4 of these Commitments.
61. Google shall indemnify the Monitoring Trustee and the Monitoring Trustee Team (each an “**Indemnified Party**”) and hold each Indemnified Party harmless against, and hereby agrees that an Indemnified Party shall have no liability to Google for any losses, claims, damages, liabilities or expenses arising out of, or in connection with the performance of the Monitoring Trustee’s duties and obligations specified in these Commitments and Annex 4, except to the extent that such losses, claims, damages, liabilities or expenses result from willful default, recklessness, gross negligence or bad faith of the Monitoring

Trustee or the Monitoring Trustee Team. Notwithstanding the foregoing, the Monitoring Trustee and the Monitoring Trustee Team shall be ordinarily liable for any damage caused to Google, third parties or the Commission from the misuse or disclosure of Confidential Information due to a breach of paragraphs 54-55 and 57.

Defined Terms

“Affiliated Undertakings” means undertakings controlled by Google or any Interested Third Party and/or by their ultimate parent company, whereby the notion of control shall be interpreted pursuant to Article 3 of the Merger Regulation and in the light of the Commission's Consolidated Jurisdictional Notice under Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings.

“Confidential Information” means any business secrets or other commercially sensitive information provided to the Monitoring Trustee or the Monitoring Trustee Team by third parties, Google or the Commission. Confidential Information shall not include information that: (i) is already in the public domain at the time of disclosure, or (ii) subsequently falls within the public domain through no fault of the Monitoring Trustee or the Monitoring Trustee Team.

“Conflict of Interest” means any conflict of interest that influences or impairs or could influence or impair the Monitoring Trustee's objectivity and independence in discharging its duties under the Commitments.

“EEA” means the territories of the Contracting Parties to the Agreement on the European Economic Area.

“Interested Third Parties” means complainants, companies admitted in accordance with Article 13(1) of Commission Regulation (EC) No 773/2004 as interested third parties and companies that have made spontaneous and substantiated informal submissions to the Commission that relate to any of the four competition concerns outlined in the Commission's preliminary assessment of March 13, 2013 in the proceedings leading to these Commitments.

“Mandate” means the contract between Google and the Monitoring Trustee pursuant to which the latter carries out the functions and obligations set out in Section VI of these Commitments and Annex 4 and that shall be established under the laws, and jurisdiction of the national courts, of a contracting party to the EEA agreement (excluding any applicable private international law).

VII. GENERAL

62. The Annexes to these Commitments form an integral part of these Commitments.
63. Google will not circumvent or attempt to circumvent these Commitments.

64. Google shall not in any way retaliate against any company availing itself of these Commitments.
65. No later than on the Effective Date, Google shall publish a non-confidential version of these Commitments on an easily accessible web page of each of the Google EEA country domains and Google.com.

April 3, 2013

Annex 1 - Selection And Ranking Of Rival Links

This Annex describes the selection and ranking of Rival Links pursuant to paragraphs 2 and 3 of the Commitments.

I. Basic Principles

1. Selection and ranking of Rival Links will be based on the following basic principles:
 - a) For each category of Google Specialised Results Links subject to display of Rival Links, Google will create a pool of eligible Rival Vertical Search Sites (a “*Vertical Sites Pool*”). Google will use the process described below to select from the relevant Vertical Sites Pool three eligible and distinct sites for linking (or as many sites as qualify from this process, if fewer than three).
 - b) At the latest on the Effective Date of the Commitments, Google will offer a tool for websites to apply to join Vertical Sites Pools. Google will update the tool when new Vertical Sites Pools are created (to cover future categories of Google Specialised Results Links that are subject to an obligation to display Rival Links).
 - c) The application process will require site owners to submit information about their businesses and their sites needed to (i) allow Google to evaluate the site’s compliance with the criteria laid out in Section II of this Annex and (ii) enable Google to display Rival Links. For example, Google may require the provision of a list of all domains used by a site and the URL pattern for a site’s search results pages for each of its domains.
 - d) Google will review the applications received and create the first set of Vertical Sites Pools no later than three months after the Effective Date. From that point, Google will update these Vertical Sites Pools and any new ones created subsequently in the first month of each calendar quarter.
 - e) To be included in a Vertical Sites Pool, an applicant site must meet minimum criteria as defined in Section II. Google will notify rejected sites at the latest two weeks from reception of the application (except for the creation of the first set of Vertical Sites Pools pursuant to paragraph 1(d) above in which case Google will

notify rejected sites two weeks after creation of the first set of Vertical Sites Pools), and will provide reasons for the rejection.

- f) A rejected website may reapply for inclusion after one month following its rejection, except if: (i) the rejection was related to harmful practices pursuant to Section II.B, in which case the rejected site may reapply after a period of six months following its rejection together with an explanation as to how it rectified the harmful practices at issue, or (ii) the rejection was related to the website having applied erroneously for several Vertical Sites Pools that are not closely related, in which case the rejected site may reapply after a period of one week from rejection.
- g) Google retains the ability to add qualifying non-Google sites to Vertical Sites Pools on its own initiative.
- h) A site included in a Vertical Sites Pool may request removal from that pool. Upon receipt of such a request, Google will remove the site at the following pool update. Such a site can reapply for inclusion in the Vertical Sites Pool pursuant to the process described in this Annex any time at least 3 months after removal. There shall be no limit on the number of times a website may request inclusion or removal, provided that in all cases, a period of three months must have expired since the last action, except that if a site has been added to a Vertical Sites Pool on Google's own initiative, the site can request removal from that Vertical Sites Pool at any time.
- i) Selection of sites from a Vertical Sites Pool for the display of Rival Links pursuant to paragraph 3 of the Commitments will be based on the criteria set out in Section III below.
- j) Selection of sites from a Vertical Sites Pool for the display of Rival Links pursuant to paragraph 2 of the Commitments will be based on an auction as set out in Section IV below.
- k) The displayed Rival Links will lead to each site's search results for the query string that the user entered on Google.

II. Criteria For Inclusion In "Vertical Sites Pools"

- 2. To be included in a Vertical Sites Pool, an applicant site must meet the criteria set out below.
 - A. **Applicant Site Must Be A Rival Vertical Search Site**
- 3. The applicant site must qualify as a Rival Vertical Search Site, defined as a website that meets the following criteria:

- a) **Functionality.** The applicant site must offer (i) a search box for entering queries and (ii) produce search results based primarily on algorithmic selection.
- b) **Purpose of site.** The primary purpose of the applicant site must be to offer search results on a distinct, self-standing Internet domain that (i) are limited to one or a number of closely related specific content categories and (ii) enable users to connect with websites of multiple third-party providers. This excludes *inter alia* generalist search sites, social networking sites, merchant and merchant platform sites, and sub-domains of such sites.
- c) **Technology.** The search technology of the applicant site cannot be based on search technology licensed or syndicated from Google (*e.g.*, Google Custom Search Engine) or search results copied from Google.
- d) **Search category.** The applicant site must offer search results falling within the search category of the Vertical Sites Pool(s) for which the site applies. An applicant site can only apply for one pool or several pools that cover closely related categories (*e.g.*, hotels and flight search Vertical Sites Pools, hotels and local Vertical Sites Pools or Vertical Sites Pools associated with different types of personal finance products). Google will publish the list of available Vertical Sites Pools and indicate those that are closely related within the meaning of this provision.

B. Applicant Site Must Meet Minimum Quality Criteria

- 4. The applicant site must meet the following minimum quality criteria to be included in a Vertical Sites Pool:
 - a) **Proof of incorporation.** The applicant site must provide proof that its business has been properly incorporated or registered with the competent authorities.
 - b) **Traffic threshold.** The applicant site's domains must meet a minimum popularity threshold based on usage data from a reputable data source. Google will set this threshold based on Alexa traffic ranking data or an equivalent threshold from an alternative reputable data source. If Google applies the threshold based on Alexa ranking, a domain of the applicant site will qualify if it either (a) achieves a minimum rank of 100,000 as measured by Alexa's reported 3-month average worldwide rank or (b) achieves a minimum rank of 5,000 in the EEA country corresponding to the domain in question as measured by Alexa's reported 1-month average national rank, at the time the application is reviewed.
 - c) **No harmful practices.** The applicant site may not engage in any of the following practices:

- (i) Deception of search engines, including index gaming, cloaking, sneaky redirects, keyword stuffing, link or affiliate spamming, or other practices designed to deceive or manipulate legitimate site indexing and ranking;
- (ii) Violation of any applicable law, including copyright infringement, sale or promotion of counterfeit goods, display of unlawful content, or sale of unlawful goods;
- (iii) Deception of consumers, including deceptive or frustrating navigation, bait and switch advertising, deceptive or unclear claims or billing practices, or other practices that mislead consumers;
- (iv) Security violations, including the dissemination of malicious code (such as software that is not transparent about its purpose, changes user settings without informed consent, or is not easily deinstalled), the use of pop-ups or fake system warnings, phishing, user privacy violation, or other practices designed to harm users, computers, or software; or
- (v) Display or promotion of adult content, promotions related to sensational current events, or the sale of products or services that are not permitted for promotion on Google., provided that in the case of additions to the list of products or services that are not permitted for promotion on Google, Google will provide reasonable advance notice of at least one month before such changes enter into effect for the purpose of this provision.

Definitions and illustrative examples of these practices are provided in Exhibit A to this Annex.

- d) ***No log-in or download requirement.*** The applicant site may not require users to log-in or download software in order to display the web page contents of the applicant sites linked by the Rival Links.
- e) ***Requirement for functioning and responsive links.*** Applicant sites must ensure Rival Links bring users directly to search results pages that are responsive to users' queries, without interstitials or prompts before the display of the search results. Rival Links should also not lead to error messages for more than 5% of traffic in any given week.
- f) ***Quality of overall user experience.*** Subject to prior individual approval by the Commission upon advice from the Monitoring Trustee, Google reserves the right in exceptional cases beyond the harmful practices described in Section II.B to exclude from a Vertical Sites Pool sites that produce a materially inferior user experience compared to other sites in the pool, based on signals that users are significantly less satisfied with the results provided by a given site relative to its peers in the same pool. Google will promptly inform the Monitoring Trustee and

the Commission prior to the application of any such measures. Google will promptly inform the excluded website and provide reasons for the exclusion. A website rejected on this basis may reapply for inclusion after three months following its rejection.

5. Admitted sites that fail at any point to meet Section II criteria can be removed from the Vertical Pool. Google will promptly notify rejected sites and provide reasons for the rejection. A rejected website may reapply for inclusion after one month following its rejection, except if the rejection was related to harmful practices pursuant to Section II.B, in which case the rejected site may reapply after a period of six months following its rejection.

III. Criteria For Selecting And Ranking Sites From The Pool For Free Rival Links

6. If a query triggers a Google Specialised Results Link subject to the obligation to display Rival Links pursuant to paragraph 3 of the Commitments, Google will select up to three Rival Vertical Search Sites from the appropriate Vertical Sites Pool by identifying those sites in the pool that have a Web Search Rank for the query at issue (meaning the rank of the site in the Generic Search Results for that query) and from those selecting the sites with the highest Web Search Rank. If a site has multiple domains in a Vertical Sites Pool, only the domain with the highest Web Search Rank will be eligible for display as a Rival Link.
7. Google will monitor the quality of the user experience and, subject to prior individual approval of the Commission upon advice from the Monitoring Trustee, reserves the right in exceptional cases not to show particular sites against certain classes of queries should their inventory be of particularly poor relevance in that context (for example Google may take steps so that a Rival Vertical Search Site that does not have inventory for restaurants in Brussels would not show for the query [restaurants Brussels]). Google will promptly inform the Monitoring Trustee and the Commission prior to the application of any such measures. Google will promptly inform the excluded website and provide reasons for the exclusion. The appropriateness of such measures shall be revisited by Google every three months. In addition, the Commission, upon advice of the Monitoring Trustee may, on its own motion, request Google to lift such measures, partially or totally, if the relevance of the inventory of the site has improved to a sufficient degree for the relevant queries or classes of queries.

IV. Criteria For Selecting and Ranking Sites From The Pool For Paid Rival Links

8. Rivals for which Google displays Rival Links pursuant to paragraph 2 of Google's Commitments will pay a fixed price per click (CPC charging model). This fixed price will remain constant over a period of time of "N weeks", which may vary between auctions but will be set by Google in the range between two to four weeks. The fixed

price will be set in advance of each N-week period by means of a sealed bid auction. Google will run one such auction per N-week period per Google EEA Search Domain for each Vertical Sites Pool.

Auction Mechanism

9. A site within the relevant Vertical Sites Pool will be able to bid in a given auction for one of its domains that is included in the Vertical Sites Pool to form part of a smaller pool of K winning Rival Vertical Search Sites. Google will set the value for K at an appropriate level which may vary between auctions, but will be at least equal to 6 (except in situations where the relevant Vertical Sites Pool include fewer than 10 sites with the country domain corresponding to the auction being run, in which case K will be at least 4). Google will promptly inform the potential bidders of the value of K prior to the submission of the bids. This is the pool from which Google will draw links over the coming N-week period to display up to three Rival Vertical Search Sites as Rival Links consistent with paragraph 2 of the Commitments.
10. Given the bids submitted, Google will take the top K bids and determine the CPC price over the next N weeks as equal to the highest losing bid (*i.e.*, the K+1th bid). This will be the price for a click for any of the K selected sites, in whatever position.
11. This will be subject to a minimum reserve price. Google intends to set this at an appropriate nominal rate, which may vary between auctions but will not exceed 10 Euro cents.
12. Google will choose three sites at random from the pool of K winning sites. Each winning site within the set of K will have an equal probability of appearing. Google may modify this selection mechanism provided the alternative is as effective in terms of displaying Rival Links subject to prior approval of the Commission upon advice from the Monitoring Trustee.
13. Web sites selected to be part of the K winning sites will have the right to determine a maximum budget for their payments to Google in connection with the auctions they enter. Google will not invoice sites beyond their maximum budget. As of the moment the maximum budget is reached, Google may remove the site from the group of K winning bidders.
14. Google will monitor the quality of the user experience and, subject to prior individual approval by the Commission upon advice from the Monitoring Trustee, reserves the right in exceptional cases to drop particular sites from showing against certain classes of queries should their inventory be of particularly poor relevance in that context (for example Google may take steps so that a Rival Vertical Search Site that does not have inventory in apparel would not show for the query [red dress]). Google will promptly inform the Monitoring Trustee and the Commission prior to the application of any such

measures. The appropriateness of such measures shall be revisited by Google every three months. In addition, the Commission, upon advice from the Monitoring Trustee may, on its own motion, request Google to lift such measures, partially or totally, if the relevance of the inventory of the site has improved to a sufficient degree for the queries or classes of queries at issue.

Exhibit A To Annex 1 – Definition Of Harmful Practices

Cloaking

Cloaking refers to practices designed to deceive users or search engine crawlers by serving differentiated content depending on the user-agent making the request. Examples of cloaking include (i) serving a page of HTML text to search engine crawlers, while showing a page of images or Flash to users; (ii) inserting text or keywords into a page depending on whether the user-agent requesting the page is a search engine crawler or a human visitor; or (iii) serving different content to desktop and mobile user agents in an attempt to deceive crawlers.

Sneaky redirects

Sneaky redirecting is the act of deceiving search engines by redirecting traffic from users to a different URL from that accessible by search engine crawlers, resulting in different content being displayed to search engine crawlers and users.

Keyword stuffing

Keyword stuffing refers to the practice of loading a webpage with text in an attempt to manipulate a site's ranking in search results without adding value for users. Examples of keyword stuffing include: adding lists of keywords to web pages or repeating the same words or phrases in the text of a web page, or loading a page with text that makes no sense in the context of the page, in an attempt to rank highly in search engines for certain search terms.

Link spamming

Link spamming is the manipulation of incoming links to a site, or outgoing links from a site, in order to affect a site's ranking in search results. Examples of link spamming include: (i) buying or selling links (*e.g.*, by exchanging money, goods, or services for posting links to manipulate PageRank or otherwise impact on ranking in search engines); (ii) excessive link exchanging; (iii) linking to web spammers or unrelated sites to manipulate ranking in search results; (iv) building partner pages for the purposes of cross-linking; (v) adding spam links, or other deceptive links in an attempt to boost a site or page's rankings in search engines or (vi) using automated programs or services to create links to a site.

Display or promotion of adult content

Adult content refers to any sexually explicit material that is not appropriate for all age groups, including pornography, sexually explicit textual or audio content, or any images, video or other multimedia content portraying full or partial nudity or sexual activity.

Display of unlawful content

Unlawful content refers to any content that cannot be displayed in a particular jurisdiction pursuant to applicable laws.

Dissemination of malicious code

Malicious code includes any code or software (including but not limited to viruses, worms, malware, spyware, and Trojan horses) designed to harm users, computers or other software.

Malicious code also includes the addition or replacement of ads on a website without consent from its publishers, and the use of software that hacks servers or users' computers.

Bait and switch advertising

Bait and switch advertising is a deceptive sales practice involving offering users a given product or service on certain terms, but then not making that offer available, with the intention of promoting a different product or service.

Deceptive or frustrating navigation

Deceptive or frustrating navigation refers to designing websites so as to render it difficult or impossible for users to reach the information they wish to access. For example, links may display advertising instead of content, or a website may disable the back button in an attempt to trap users on a site.

Pop-ups or fake system warnings

Pop-ups are web pages that open in additional browser windows without the user requesting a new window. Fake system warnings are deceptive messages designed to mimic error messages or other warnings from the user's browser, operating system or other software.

Phishing

Phishing is a form of fraud whereby a party posing as a trustworthy entity (such as a bank, government agency, or utility company) induces a user to act to their detriment by, *e.g.*, divulging personal information (such as a password or bank account number), transferring money, or installing malicious software).

Index gaming

Index gaming is activity that deceives or manipulates search engine crawlers or indexing. For example, index gaming may include manipulating links by placing different text in JavaScript and noscript tags, or embedding a link in JavaScript with the intent of leading users and search engine crawlers to different pages.

User privacy violation

User privacy violation refers to the inappropriate or unlawful collection, storage, dissemination or use of private user information, such as passwords, banking and financial information, or identity numbers. User privacy violation includes the collection of private user information in exchange for monetary compensation, free gifts, or other services (such as free quiz/survey results, horoscopes). All personal user information stored by a site must be hosted on a secure server.

Trademark or copyright violation

Trademark or copyright violation refers to the use of a trademark or the copying and/or distribution of copyrighted material in a manner prohibited by applicable laws.

Deceptive or inaccurate claims

Deceptive or inaccurate claims are claims that are misleading, unrealistic, unreasonable, unclear and/or imprecise.

Deceptive or unclear billing practices

Deceptive or unclear billing practices are billing or pricing models that are not transparent to users. If a site offers goods or services for sale, terms and conditions must be transparent to

users throughout the sale and checkout process and sites must clearly indicate to users how they will be charged. In particular:

- Billing terms must be visible to users in an obvious, clear and conspicuous manner (and may not be provided only via very small print or a link).
- In cases of recurrent billing or subscriptions, the price and billing interval must be present in a clear and obvious location on the page where users provide their information, and there must be an opt-in box.
- Sites must not engage in negative option billing (*i.e.*, user subscriptions that cannot be cancelled unless the user elects to cancel prior to receiving the first bill).
- Billing terms must comply with all applicable laws and regulations.

Distribution of software downloads that are not transparent about their purpose, change user settings without adequate informed consent, or are not easily uninstalled

Such practices include (i) the distribution or promotion of software in a manner that is misleading or deceptive about its nature; (ii) failing to give users an adequate and meaningful opportunity to make an informed choice about downloading or installing software; (iii) distribution of software that users cannot easily disable or delete; or (iv) changing user settings or defaults without adequately informing the user.

Sale of products or services that are not permitted for promotion on Google

Products and services being advertised must clearly comply with all Google's applicable terms and conditions. Advertising of products and services that do not comply is not allowed.

Sale or promotion of counterfeit goods or services

Counterfeit goods or services are goods or services that (i) use a trademark or logo that is identical to or substantially indistinguishable from another trademark, or (ii) otherwise mimic the brand features of another product or service, in an attempt to pass off the goods or services in question as the genuine offer of the brand owner.

**Illustrative Examples Of
Implementation Of Paragraphs
2-4 Of the Commitments**

Illustrations Of The Implementation of Paragraph 2 of The Commitments



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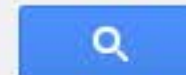
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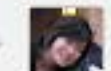
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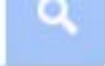
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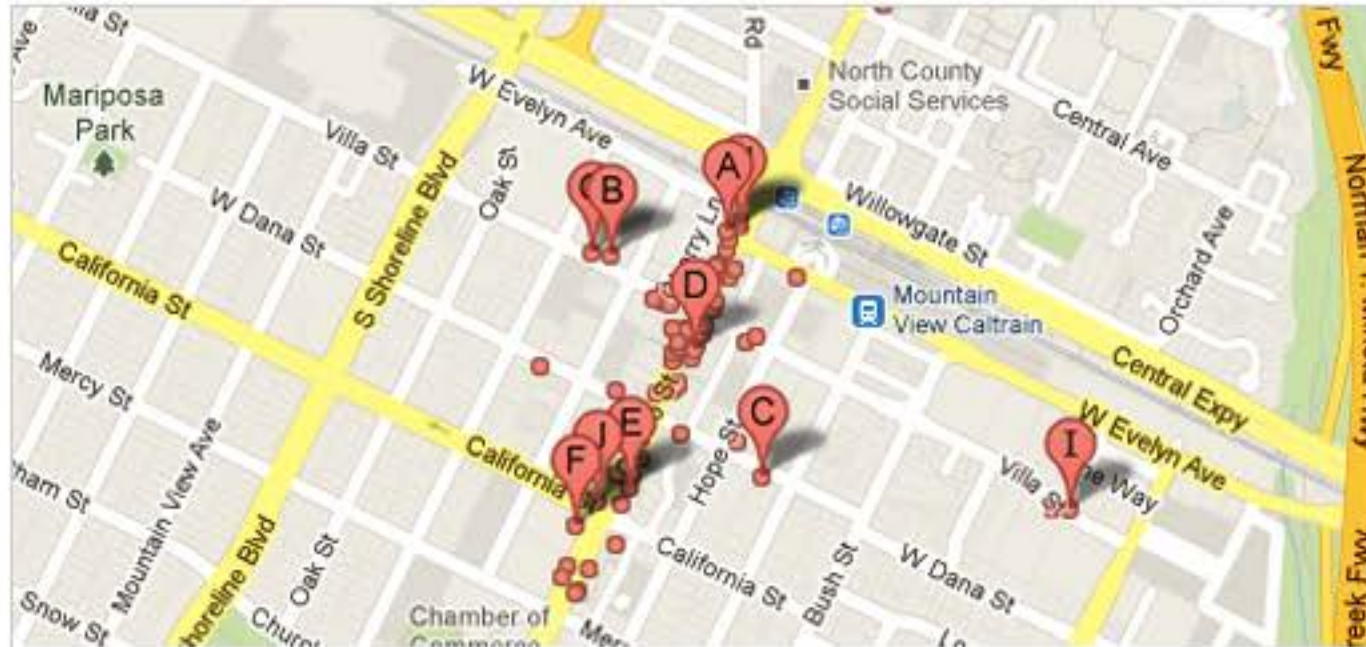
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Zagat: 22 / 30 - 902 Google reviews

B 110 Castro Street Mountain View (650) 964-1888

Tied House Brewery & Cafe

tiedhouse.com/

Score: 15 / 30 - 718 Google reviews

C 954 Villa Street Mountain View (650) 965-2739

Chez TJ

www.chez tj.com/

Zagat: 24 / 30 - 459 Google reviews

D 938 Villa Street Mountain View (650) 964-7466

Sushitomi Restaurant

www.sushitomi.com/new_english.html

Score: 22 / 30 - 427 Google reviews

E 635 West Dana Street Mountain View (650) 968-3227

Ristorante Don Giovanni

www.dongiovannis.com/

Score: 18 / 30 - 58 Google reviews

F 235 Castro Street Mountain View (650) 961-9749

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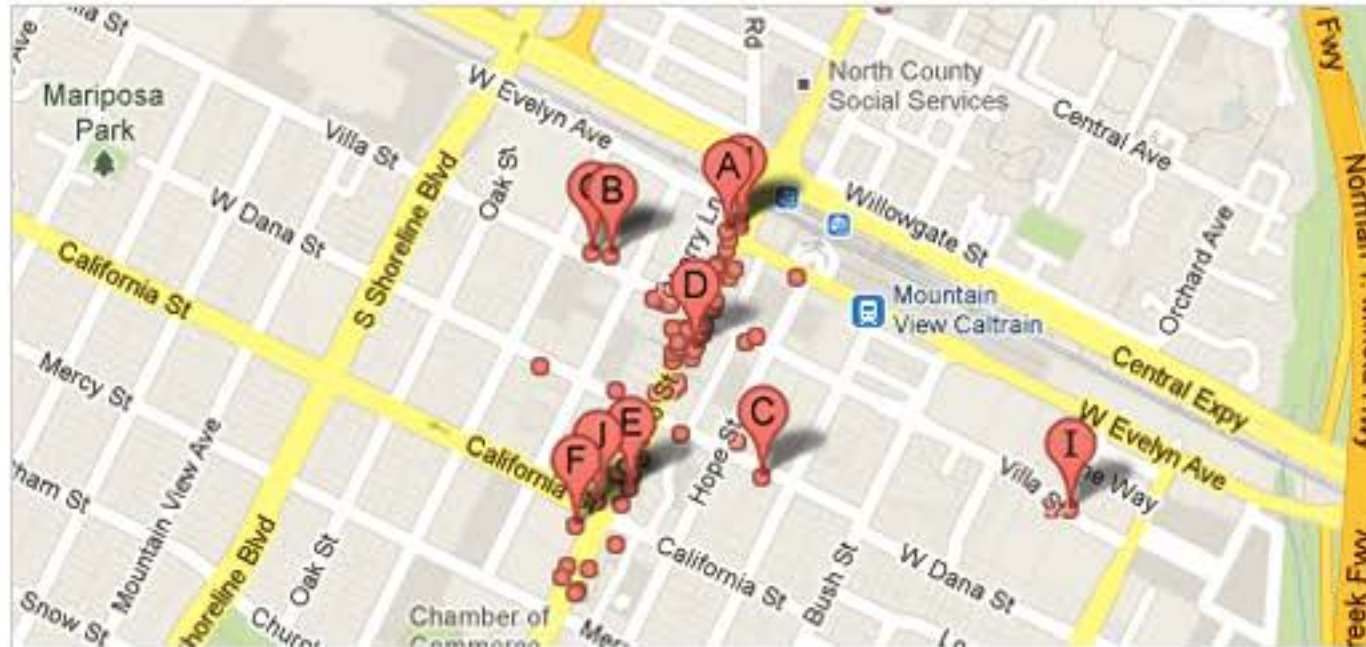
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Why this link?

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www.cascalrestaurant.com/

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XANH

www.xanhrestaurant.com/

Zagat: 22 / 30 - 902 Google reviews

B 110 Castro Street Mountain View (650) 964-1888

Tied House Brewery & Cafe

tiedhouse.com/

Score: 15 / 30 - 718 Google reviews

C 954 Villa Street Mountain View (650) 965-2739

Chez TJ

www.cheztj.com/

Zagat: 24 / 30 - 459 Google reviews

D 938 Villa Street Mountain View (650) 964-7466

Sushitomi Restaurant

www.sushitomi.com/new_english.html

Score: 22 / 30 - 427 Google reviews

E 635 West Dana Street Mountain View (650) 968-3227

Ristorante Don Giovanni

www.dongiovannis.com/

Score: 18 / 30 - 58 Google reviews

F 235 Castro Street Mountain View (650) 961-9749

Le Petit Bistro

www.lepetitbistro.biz/

Score: 22 / 30 - 41 Google reviews

G 1405 West El Camino Real Mountain View (650) 964-3321

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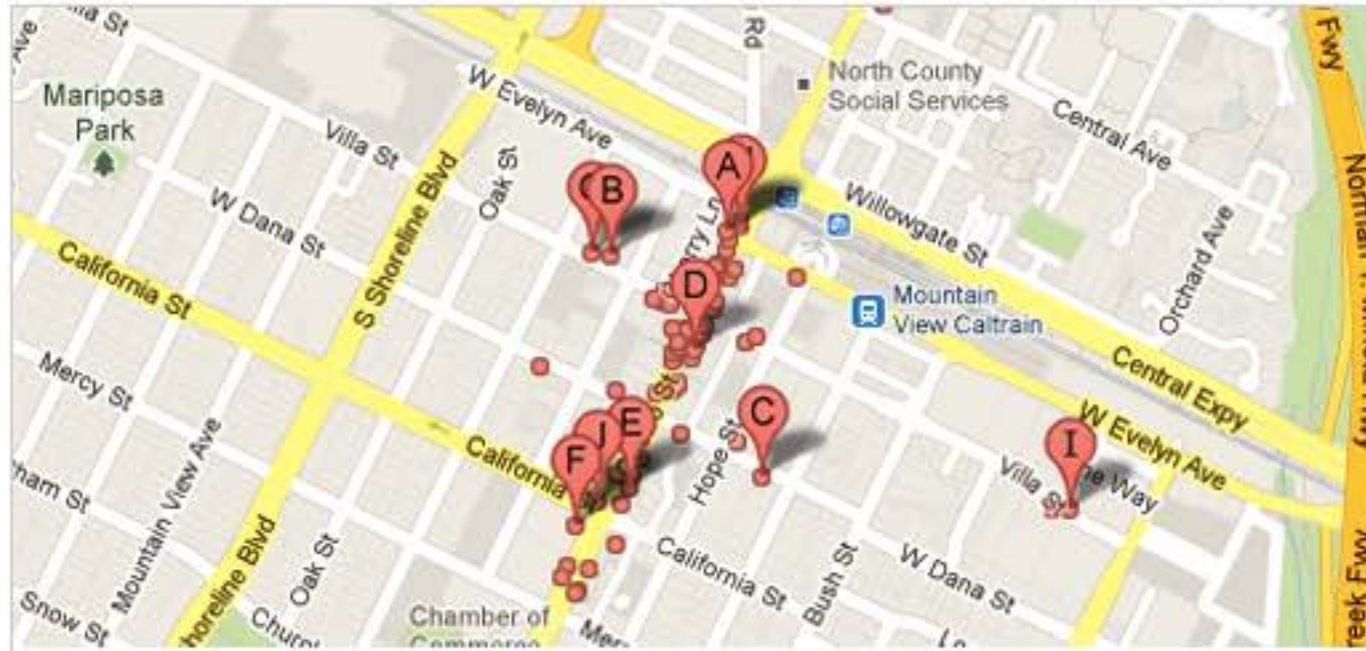
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[Michaels At Shoreline](#)



2960 North Shoreline Boulevard, Mountain View

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United States Senate career - Early life and career of Barack - Illinois Senate career

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Full name: Barack Hussein Obama II

Movies: By the People: The Election of Barack Obama, More

Parents: Ann Dunham, Barack Obama Sr.

Siblings: Maya Soetoro-Ng, George Obama, Mark Ndesandjo, David Ndesandjo, More

Education: Harvard Law School (1988-1991), More

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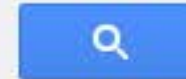


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www.exploratorium.edu/frogs/

Frogs @ The Exploratorium: An online exhibition exploring the amazing, adaptable **frog**.

The Amazing Adaptable Frog - Frogs: Frog Links - Inside the Lab & Out in the Field

Frogs (1972) - IMDb

www.imdb.com/title/tt0068615/

★ ★ ★ ★ ★ Rating: 4/10 - 2712 votes

A group of hapless victims is invited to an island estate crawling with evil **frogs**.

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Rank: Order

Higher classification: Lissamphibia

Lower classifications: Archaeobatrachia, Mesobatrachia, Neobatrachia

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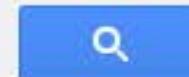


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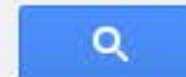


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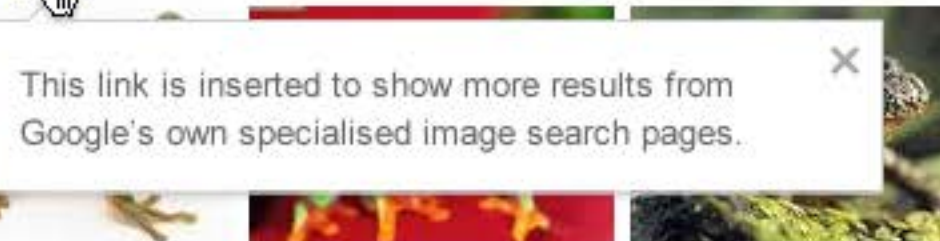
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Frogs absorb water through their skin so ...

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[Frogs \(1972\) - IMDb](#)

www.imdb.com/title/tt0068615/

April 3, 2013

Annex 3 - HTML Component

The following data can be marked by the HTML component provided pursuant to paragraph 15 of the Commitments:

- review text
- quantitative review ratings
- street addresses
- fax and telephone numbers
- e-mail and website addresses
- business opening hours and dates

April 3, 2013

Annex 4

This Annex sets out the duties and obligations of the Monitoring Trustee pursuant to Section VI.3 of the Commitments (Section A below) and the duties and obligations of Google pursuant to Section VI.5 of the Commitments (Section B below).

Section A: Duties and Obligations of the Monitoring Trustee

1. The Monitoring Trustee shall:
 - a) provide a written report to the Commission every three months or at any other frequency that the Commission may determine, starting from the date of the Monitoring Trustee's appointment by Google, or any other date that the Commission may determine, on all issues related to Google's compliance with the Commitments;
 - b) immediately notify the Commission in writing when it has reason to believe that there may have been a failure by Google to comply with the Commitments, setting forth the relevant details;
 - c) advise the Commission, upon request, in writing on substantiated complaints by third parties about Google's compliance with the Commitments;
 - d) advise the Commission on the issues outlined in paragraph 4(f), paragraph 7 and paragraph 14 of Annex 1 to the Commitments which are subject to the Commission's prior individual approval; and
 - e) advise the Commission on the issues outlined in paragraphs 12 and 20 of the Commitments.
2. The Commission may at any moment request that the Monitoring Trustee submit a written report on any issue related to the effective enforcement of the Commitments.
3. Google shall receive for comments a final non-confidential version of the written reports that the Monitoring Trustee submits to the Commission in accordance with paragraphs 1 and 2 above at the same time as such submissions are made to the Commission.
4. The Monitoring Trustee shall have access to any compilation of documents, data or any other information that the Commission has gathered and received or that Google or any third party is requested or required to submit to the Commission for the purpose of

monitoring Google's compliance with the Commitments, if deemed necessary by the Commission.

5. The Monitoring Trustee shall propose to the Commission within one month of the date of its appointment by Google a final detailed Work Plan describing how it will monitor Google's compliance with the Commitments, which is subject to the Commission's prior approval. The Work Plan may be amended pursuant to paragraph 50 of the Commitments.
6. Without prejudice to the monitoring of Google's compliance with paragraphs 10 and 16 of the Commitments, the Monitoring Trustee's functions shall not include the power to review or resolve individual complaints relating to the ranking of websites in Google's Search Results or the examination of Google's Web Search algorithms.

Section B: Duties and Obligations of Google

I. GENERAL DUTIES AND OBLIGATIONS

7. Google shall provide the Monitoring Trustee with
 - a) all such cooperation, assistance and information as the Monitoring Trustee may reasonably require for the performance of its duties and obligations specified in Section VI.3 of the Commitments and in this Annex; and
 - b) full, complete and prompt access, after reasonable notice, to any of its books, records, documents, management or other personnel, facilities, sites and technical information, to the extent necessary for the Monitoring Trustee to fulfill its duties and obligations specified in Section VI.3 of the Commitments and in this Annex, and upon request with copies of any document.
8. Google shall be available for meetings to provide the Monitoring Trustee with all information that is reasonably necessary for the performance of the Monitoring Trustee's duties and obligations specified in Section VI.3 of the Commitments and in this Annex.
9. Google's duties and obligations pursuant to paragraphs 7 and 8 are without prejudice to Google's discretion to comply with any specific request made by the Monitoring Trustee in accordance with paragraph 58 of the Commitments.
10. Any information supplied by Google in whatever form in response to a request made by the Monitoring Trustee pursuant to Section B.I of this Annex or to fulfill its duties and obligations under Section B.II of this Annex shall be complete and accurate and shall not be misleading.

II. DATA PROVIDED BY GOOGLE TO THE MONITORING TRUSTEE

1. Google's commitments related to Search

11. Google will provide the Monitoring Trustee and, upon request, the Commission on a quarterly basis with a report on the implementation of Section I of the Commitments. Google will provide the first report within one month after the implementation deadlines set out in Section I of the Commitments and Annex 1. Subsequent reports will be provided on a quarterly basis.

Links to Google Specialised Search Results Pages

12. With regard to Google's implementation of Section I.A of the Commitments, the reports will include the following information and data:
- a) a list of categories of Google Specialised Results Links meeting the conditions of paragraph 1 of the Commitments;
 - b) annotated example screenshots showing desktop and mobile implementations for the measures that Google applies pursuant to paragraphs 2-4 of the Commitments for each category of Google Specialised Results Links;
 - c) a technical explanation of the system that Google has put in place to allow third parties to identify Google General Search Results Pages to which the exception in paragraph 21 of the Commitments applies, as well as similar technical explanations each time this system changes;
 - d) a running list of the experiments subject to the exception in Paragraph 21 of the Commitments as well as the number of queries to which each of this experiments applied during a calendar month and the total number of queries entered into a Google General Search Box during a calendar month;
 - e) a running list of the sites for which Google has received applications for inclusion in a Vertical Sites Pool created pursuant to Annex 1 of the Commitments, including the date of such applications and the status of each applicant site;
 - f) a running list of the sites for which Google has received applications for exclusion from a Vertical Sites Pool, including the date of such applications, the status of each applicant site, and the reason for the rejection of the application if the application has been rejected;
 - g) a running list of the sites that Google has added in a Vertical Search Sites Pool on its own initiative;
 - h) a running list of the sites that Google has removed from a Vertical Sites Pool, including the date of the removal and the reason for the removal;

- i) for each Google Specialised Search Results Link falling under paragraphs 2 and 3 of the Commitments, the number of queries that triggered the display of that Google Specialised Results Link;
- j) the total number of queries for which Rival Links were displayed alongside each Google Specialised Results Link;
- k) for each site displayed as a Rival Link (i) the identity of the site, and (ii) a count of the positional rank among sites in a Vertical Sites Pool that are eligible for display of Rival Links up to the lesser of (a) the total number of sites in the Vertical Site Pool or (b) ten;
- l) for each auction pursuant to section IV of Annex 1 of the Commitments, (i) a list of all bidders along with the amount of their bid, (ii) the value of parameter K, and (iii) the value of the reserve price; and
- m) the number of queries in a Google General Search Box that were performed by EEA Users on each of the Google EEA Search Domains as well as the total number of queries in a Google General Search Box that were performed by EEA Users.

Display and Use of Content

13. With regard to Google's implementation of Section I.B of the Commitments, the reports will include the following information and data:
 - a) a running list of sites that have requested an opt-out pursuant to paragraphs 8-12 of the Commitments;
 - b) the date of such requests and the status of each request;
 - c) a list of sites, by domain name, that are indexed by Google and that Google has observed to be using the HTML component at the end of the calendar quarter in question, including instances where Google has concluded that use of the component fails to meet the conditions of paragraph 15 of the Commitments; and
 - d) a list of sites, by domain name, that are indexed by Google and that Google has observed to be using the news specific robots exclusion protocol referred to in paragraph 15 of the Commitments at the close of the prior calendar quarter.

14. In case Google implements the requirements of paragraphs 2-5 of the Commitments in a way that differs from the examples set out in Annex 2 of the Commitments, Google will provide the Monitoring Trustee, within ten US business days from rolling out that alternative implementation, with a specific report including annotated example screenshots showing that alternative implementation and substantiating the reasons why that alternative implementation implements the requirements of paragraph 2-5 of the

Commitments and does so at least to the degree to which these requirements are implemented in the examples of Annex 2 of the Commitments. For the purposes of this paragraph, roll out of an alternative implementation means the first time that an alternative implementation is displayed on a Google General Search Results Page on a Google EEA Search Domain, save for Google General Search Results Pages displayed in reply to queries to which the exception of paragraph 21 of the Commitments applies.

2. Google's Commitments related to AdSense for Search Agreements

15. Google will provide the Monitoring Trustee and, upon request, the Commission with:
 - a) copies of its contract terms for Online Partners, as amended to comply with paragraphs 22 and 25 of the Commitments, promptly after implementing these Commitments, but no later than one week after the implementation period foreseen in those paragraphs;
 - b) copies of its standard template contract terms for Direct Partners, as amended to comply with paragraphs 22 and 23 of the Commitments, promptly after implementing these Commitments, but no later than one week after the implementation period foreseen in those paragraphs;
 - c) a copy of the standard waiver notice sent to Direct Partners pursuant to paragraph 25 of the Commitments, promptly after implementing these Commitments, but no later than one week after the expiry of the implementation period foreseen in the same paragraph;
 - d) each time Google makes changes to its contract terms for Online Partners or its standard template contract terms for Direct Partners which are related to the Commitments, it will provide a copy of the updated terms to the Monitoring Trustee within one week of each change; and
 - e) Google will provide the Monitoring Trustee with copies of contract terms with individual Direct Partners within one month of entering into a new or renegotiated AFS contract with a given Direct Partner.

3. Google's commitments related to the AdWords API

16. Google will provide the Monitoring Trustee and, upon request, the Commission with copies of the revised AdWords API terms and conditions that are in line with the principles set out in paragraphs 27 and 28 of the Commitments promptly after implementing these Commitments, but no later than one week the after the implementation period foreseen in these paragraphs.
17. Google will inform the Monitoring Trustee and, upon request, the Commission of any subsequent changes to its AdWords API terms and conditions that are relevant to these Commitments within one week of each change.

April 3, 2013

Annex 5 – Examples of configurations compliant with the single continuous block requirement

Google	Third party
Google	Third party
Google	Third party
Google	Third party
Search results	
Google	

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Google	Third party
Search results	
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