WITHOUT PREJUDICE
RESTRICTED USE
SOLELY FOR THE PURPOSE OF EU COMMISSION PROCEEDINGS

October 21, 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 via a Google General Search Input Feature, displays a Google Specialised Results Trigger on a Google General Search Results Page, then Google will implement the measures described in paragraphs 2-5 below.

2. If the Google Specialised Results Trigger leads to a type of Google Specialised Search Results Page or involves the display of a type of Google Specialized Search User Interface that showed at least one Paid Specialised Search Result for more than 5% of page views by EEA Users in the preceding calendar quarter, then Google will:

   a) display a label with the Google Specialised Results Trigger that: (i) is accessible to users via a clearly visible icon, (ii) indicates that the Google Specialised Results Trigger has been added by Google to provide access to a Google Specialised Search Results Page, so that users do not confuse Google Specialised Results Triggers with Generic Search Results, and (iii) indicates to users where to find alternatives provided by Rival Links;

   b) display the Google Specialised Results Trigger in an area that is separate from Generic Search Results, so that users do not confuse Google Specialised Results Triggers 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 Trigger (i) leads to a type of Google Specialised Search Results Page that generates Revenue for more than 5% of page views by EEA Users in the preceding calendar quarter, but does not meet the conditions of paragraph 2, or (ii) involves the display of a Google Specialised Search User Interface, except (a) Google Specialised Search User Interfaces that meet the conditions of paragraph 2, (b) Google Specialized User Interfaces that correspond to types of Google Specialized Search Results Pages that do not generate Revenue for more than 5% of page views by EEA users in the preceding calendar quarter, or (c) Specialized Search User Interfaces that are displayed on Google General Search Result Pages that do not generate Revenue for more than 5% of page views by EEA Users in the preceding calendar quarter, then Google will:

   a) display a label with the Google Specialised Results Trigger that: (i) is accessible to users via a clearly visible icon, (ii) indicates that the Google Specialised Results Trigger has been added by Google to provide access to a Google Specialised Search Results Page, so that users do not confuse Google Specialised Results Triggers with Generic Search Results, and (iii) indicates to users where to find alternatives provided by Rival Links;

b) distinguish the Google Specialised Results Trigger with graphical features, so that users do not confuse Google Specialised Results Triggers 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 Triggers that do not meet the conditions of paragraphs 2 or 3, Google will display a label with the Google Specialised Results Trigger that (i) is accessible to users via a clearly visible icon and (ii) indicates that the Google Specialised Results Trigger has been added by Google to provide access to a Google Specialised Search Results Page, so that users do not confuse Google Specialised Results Triggers with Generic Search Results.

5. For devices with a screen size of 7.9 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 7.9 inches (diagonal) or a resolution of less than 1024x768 pixels, Google will make Rival Links accessible via a dedicated link. Google will alert users to the dedicated link by displaying a notification window based on the methodology described in Annex 2. For the purposes of applying this provision, Google will determine the screen size and resolution of the device based on signals available from the http request for each query.

6. Google may provide users with the option to minimise the display of Rival Links, provided that Google offers users a clearly understandable and visible option to undo such action that will be displayed with the corresponding Google Specialized Results Trigger when Rival Links are minimized, and Google may use suitable design measures to enable users to distinguish Rival Links from Google Search Results.

7. Annex 3 contains examples of implementations that set out for each of the commitments pursuant to paragraphs 1-6 the minimum standard for the degree to which Google shall implement these commitments. In particular, for similarly formatted pages for which the Google Specialised Results Trigger is displayed in the immediately visible area of the page, Google will display Rival Links (pursuant to paragraphs 2 and 3, and subject to paragraph 5) also in that immediately visible area and in the same results column as the corresponding Google Specialized Results Trigger to the extent that Google can reasonably determine the user's immediately visible area based on signals available from the http requests for each query and estimates derived from commonly used screen resolutions, screen sizes, system configurations and default settings. If Google displays several Google Specialized Results Triggers from the same category, the highest positioned Google Specialized Results Trigger shall serve as reference and Google's obligations under paragraphs 2-6 for that category shall be satisfied if Google displays one set of Rival Links.

8. Google may choose alternative solutions to those contained in Annex 3 meeting the conditions of paragraphs 1-6 above, in particular to adapt to changes in the design, technology, and context of Google's search results. Pursuant to paragraph 14 of Annex 6, Google will report such changes within ten US business days of rolling out that alternative implementation.

9. Google shall not use the fact that a site has made use of opportunities provided under paragraphs 2-3 above as a signal for determining ranking in Generic Search Results or AdWords.

B. Display and Use of Content

Opt-Out from Display

10. 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 for their entire domain or for one or several of their sub-domains.

11. 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 or sub-domains designated by the website owner on Covered Web Pages, including content crawled from the domain or sub-domains in question prior to exercise of the opt-out.

12. Google shall not use the fact that a site has exercised this opt-out as a signal for determining ranking in Generic Search Results.

13. Exercise of the opt-out will have no material adverse impact on crawling and indexing of the site or its appearance and ranking in Generic Search Results or AdWords 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.

14. 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 13 (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.

15. Nothing in paragraphs 10-14 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.

16. A website that has opted out in accordance with paragraphs 10-11 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, except that following the first time a site has opted out the minimum waiting period for opting back in shall be 1 month. There shall be no limit on the number of times a website may opt out or opt in save that, in all cases, the applicable minimum waiting period must have expired since its last request to either opt out or opt in as appropriate.

HTML Component

17. 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, Local, and Travel Search Sites to mark data of the kind listed in Annex 4 comprising no more than 10% of the readable text on any web page for exclusion from Google's search production index.

18. 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

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

(a) elect, on a webpage-by-webpage basis, to exclude content from display in Google News;

(b) specify on a webpage-by-webpage basis, a particular date when particular articles should no longer be displayed on Google News; and

(c) 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.

20. 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.

21. Use of the specific robots exclusion protocol described above will have no material adverse impact on crawling and indexing of the site or its appearance and ranking in Generic Search Results or AdWords 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.

22. 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 21 (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

23. The Commitments set out 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 during any given calendar month, in the aggregate, 5% of queries triggering the obligations pursuant to Sections I.A and I.B above respectively. 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.

24. The Commitments set out in Section I.B are without prejudice to applicable copyright legislation and case law.

Defined Terms

25. Capitalized terms used in Section I shall have the following meaning:

"AdWords Results" means paid results that are displayed and ranked based on Google's AdWords auction mechanism or its successors.

"Covered Web Page" means a type of Google Specialised Search Results Page that can be accessed via a Google Specialised Results Trigger.

"***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 restricted by design to one or a limited set of pre-defined content categories, such as news, product, local businesses, images, travel, video) and (iii) is returned in response to a query entered into a Google General Search Input Feature.

"Google EEA Search Domains" means the following Google websites: (i) Google branded websites with a country top-level domain of an EEA Member State or the .eu

top level domain; (ii) any successors of such websites and (iii) Google websites with generic, top-level domains that Google may acquire through ICANN's new gTLD program or similar future programs, if such websites (a) do not redirect users located in EEA Member States to a Google website falling under categories (i) or (ii), or alternatively (b) do not display to such users by default search results that are localized in substantially the same manner as search results on websites in categories (i) or (ii) and fully implement the Commitments pursuant to Section I.

"*Google General Search Input Feature*" means a query input mechanism that allows users to search for web-based content from any category of public online content and that triggers the display of a Google General Search Results Page in response to a query, whether entered directly by the user or via links for suggested query terms.

"*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 Page*" means a type of Google Web Page that has as its primary purpose the display of Generic Search Results and that is either (a) located at a URL of a Google EEA Search Domain, or (b) displays Generic Search Results from a Google EEA Search Domain within a Google General Search Application.

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

"*Google Specialised Results Trigger*" means:

a) a hyperlink or equivalent user-activated feature that is displayed and ranked on a Google General Search Results Page in response to a query entered in a Google General Search Input Feature based on mechanisms that do not apply in an equivalent manner to links to non-Google websites, and that leads (directly or via one or several successive Intermediary Filter Pages) to a Google Specialised Search Results Page; or

b) a Google Specialized Search User Interface that is directly displayed and ranked on a Google General Search Results Page in response to a query entered in a Google General Search Input Feature based on mechanisms that do not apply in an equivalent manner to links to non-Google websites.

Google Specialised Results Triggers 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 3) and successor links.

"*Google Specialised Search Results Page*" means a type of stand-alone Google Web Page that (i) has as its primary purpose the display of Specialized Search Results together with related Specialized Search Functionality and (ii) differs from the type of

Google Web Pages returned in response to queries entered into a Google General Search Input Feature.

"*Google Specialized Search User Interface*" means a user interface element whose primary purpose is to display a set of Specialized Search Results together with related Specialized Search Functionality in a manner that substantially replicates a typical Google Specialized Search Results Page.

"*Google Web Page*" means a Google-owned web page.

"***Intermediary Filter Page***" means a Google Web Page that is not a General Search Result Page and that offers the ability to filter or modify a user query prior to display of Specialised Search Results.

"*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 10-11.

"*Paid Specialised Search Results*" means a type of Specialised Search Results for which Google receives payment for inclusion or ranking.

"*Product, Local, and Travel 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, local search, or travel search services.

"*Revenue*" means revenue derived from pay-per-click, pay-per-impression, pay for inclusion or ranking, or a similar model.

"*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 horizontally or vertically ranked set of hyperlinks and associated text snippets or thumbnail images that can by design lead to web pages from different providers and that are dynamically generated in response to a search query by a user. Search Results do not include, inter alia, content displayed by Google that responds to a user query directly and does not link to other web pages.

"*Specialised Search Functionality*" means functionality that is by design limited to a specific content-category (*e.g.*, hotels, products, flights) and that enables users to filter or modify a user query for the display of Specialised Search Results. This excludes functionality that allows a user to obtain further information for a specific Search Result without filtering or modifying the query.

"Specialised Search Results" means a type of Search Results that are by their design restricted to one or a limited set of pre-defined categories of online content (*e.g.*, news, products, local businesses, images, travel, video).

II. ADSENSE FOR SEARCH (AFS)

26. Within three months of the Effective Date, Google will cease to include in 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.

27. In particular, within three months of the Effective Date, Google will cease to include in contract terms with AFS Partners any provisions or impose on AFS Partners 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.
- Require 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.

28. For the avoidance of doubt, Google's obligations under paragraphs 26 and 27 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.

29. As of three months after the Effective Date Google will ensure that all new or renegotiated contract terms with AFS Partners are consistent with paragraphs 26 and 27 above. Moreover, within three months of the Effective Date, Google will:

- Waive any provisions in existing contracts with Direct Partners that are not consistent with paragraphs 26-27 above, except that with respect to two existing customised contracts between Google and [**redacted**] 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 26 and 27 [**redacted**]
  - [**redacted**].
- Amend any provisions in its existing contracts with Online Partners that are not consistent with the provisions set out in paragraphs 26-27.
- Make easily accessible to AFS Partners (for example, on a web page for AFS Partners) guidance on paragraphs 26-28 above

30. Paragraphs 26-29 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

31. Capitalized terms used in Section II shall have the following meaning:

"*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

32. Within three months of the Effective Date, Google will cease to include in its AdWords API Terms any provisions or impose on AdWords API licensees any unwritten obligations that would unduly (*i.e.*, without objective justification) prevent or discourage advertisers from porting or managing or AdWords API licensees from developing AdWords API Clients that port or manage User Campaign Data across Google AdWords and non-Google advertising services. In particular:

    - Google will delete Clause III.2.c.i of the AdWords API Terms 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.

    - Google will delete Clause III.2.c.ii of the AdWords API Terms 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.

33. 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.

34. Google will continue to allow AdWords API licensees to display AdWords API Report Data in the same user interface alongside reporting data from non-Google advertising services, provided that AdWords API Report Data are clearly distinguished from other data. Google will clarify how AdWords API Clients may comply with this requirement through written explanation or an illustrate implementation that Google will make easily accessible to AdWords API licensees (for example, through publication on a web page for AdWords API licensees).

35. The obligations under paragraphs 32-34 are without prejudice to Google's ability to revise its AdWords API Terms in other respects, provided that such changes are consistent with Google's obligations under paragraphs 32-34.

36. The obligations under paragraphs 32-34 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

37. Capitalized terms used in Section III shall have the following meaning:

"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.

"***AdWords API Report Data***" means any data or content received from Google using AdWords API reporting functionality.

"AdWords API Terms" means the terms and conditions governing the use of Google's AdWords API, currently available online at:
https://developers.google.com/adwords/api/docs/terms?csw=1
and their successors.

"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

38. 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

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

VI. MONITORING

VI.1 Appointment

40. 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.

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

42. 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.

43. 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.

44. 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 for the duration of the Mandate:

    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 inform Google and the Commission within ten US business days. In the event that Google becomes aware that the Monitoring Trustee has or may have a Conflict of Interest, Google shall notify the Monitoring Trustee and the Commission within ten US business days. Where a Conflict of Interest occurs during the term of the Mandate, the Monitoring Trustee shall notify the Commission and resolve it within ten US business days. 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.

45. For a period of three years after termination of the Mandate, the Monitoring Trustee shall not take on any of the functions set out in paragraph 44 above with Google or any formal complainant in the proceedings leading to these Commitments. If the Monitoring Trustee is offered during the term of the Mandate any of the functions set out in paragraph 44 above with any other Interested Third Party for performance after termination of the Mandate, the Monitoring Trustee shall notify the Commission within 10 business days. If the Commission concludes that such offer may give rise to a potential Conflict of Interest, the Commission may require Google to replace the Monitoring Trustee in accordance with Section VI.2 of these Commitments.

Proposal by Google

46. 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 41-44 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

47. 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 6 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

48. 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 40-44 above.

Monitoring Trustee nominated by the Commission

49. 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

50. 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 6 to the Commitments and that satisfy the requirements in paragraphs 41-44 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

51. If the Monitoring Trustee ceases to perform its functions under these Commitments, or no longer meets the requirements of paragraphs 41, 43 and 44 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.

52. If relieved of its duties and obligations according to paragraph 51 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 40-49 above.

53. Unless relieved of its duties and obligations in accordance with paragraph 51 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

54. 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 6 to these Commitments.

55. 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.

56. 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 6 to these Commitments.

57. 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 6. 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.

58. 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.

59. 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

60. 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.

61. 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 6 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 6. 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 6.

62. 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.

63. The obligations pursuant to paragraphs 61 and 62 shall remain in force after termination of the Mandate.

64. 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 61-63.

65. 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

66. 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.

67. Google shall assume the duties and obligations specified in this Section and in Annex 6 to these Commitments subject to paragraph 66.

68. 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.

69. 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 6, 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 61-65.

Defined Terms

70. Capitalized terms used in Section VI shall have the following meaning:

"*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 6 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

71. The Annexes to these Commitments form an integral part of these Commitments.

72. Google will not circumvent or attempt to circumvent these Commitments. In particular, Google will not engage in equivalent conduct that has the same or similar object or effect as conduct prohibited under these Commitments.

73. Google shall not in any way retaliate against any company availing itself of these Commitments.

74. 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.

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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 Triggers 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 Triggers 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, and a copy or URL address of the site's favicon.

   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 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.

g) Google retains the ability to add on its own initiative qualifying non-Google sites that meet the inclusion criteria set out in Section II below to Vertical Sites Pools

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 a dynamic and automated ranking process.

b) ***Purpose of site.*** The applicant site must offer a Specialized Search Service on a dedicated, self-standing Internet domain or a dedicated sub-domain that is not the sub-domain of a generalist search site, without offering other services on such domain or sub-domain. Specialized Search Service is defined for this purpose as the provision of search results that (i) are restricted by design to one or a limited set of specific, pre-defined content categories and (ii) either (a) direct users to websites hosted by multiple third-party providers or (b) in the case of travel search, enable users to book services of multiple third-party providers. Specialized Search Services do not include *inter alia* the provision of generalist search services, merchant services, merchant-platform services, social networking services, services provided under brands that would result in confusion with such services, or services that link to a significant extent to other sub-domains or domains controlled by the service's own operator.

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. Google will publish the list of available Vertical Sites Pools.

B. <u>Applicant Site Must Meet Minimum Quality Criteria</u>

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 be able to provide proof that its business has been properly incorporated or otherwise registered as a legal entity with the competent authorities.

b) ***Traffic threshold.*** The applicant site's domains must meet a minimum popularity threshold based on usage data from one of three alternative reputable data sources. Google will set this threshold based on Alexa, comScore, and NielsenNetratings ranking data or equivalent thresholds from alternative reputable data source. If Google applies the threshold based on Alexa, comScore, and NielsenNetratings ranking, a domain of the applicant site will qualify if it meets one of the following three conditions:

(i) the site achieves (a) 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

(ii) the site is among the top 500 sites ranked by comScore in the EEA country corresponding to the domain in question based on the most recent ranking reported by comScore at the time the application is reviewed.

(iii) the site is among the top 500 sites ranked by NielsenNetraings in the EEA country corresponding to the domain in question based on the most recent ranking reported by NielsenNetraings at the time the application is reviewed.

c) ***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.

d) ***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.

e) ***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, offending user created content or user conduct or the inclusion 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, unless there is an immediate threat to Google's users.

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

Google will not apply Section II.B.e) in a manner that would treat applicant sites more strictly than how Google normally treats Specialised Search Results that it displays on the corresponding category of Google Specialised Search Results Pages or in the corresponding category of Google Specialised Search User Interfaces.

III. Compliance With Admission Criteria After Inclusion

5. If an admitted site fails at any point to meet the criteria of Section II.A and Section II.B.(a)-(d) Google may remove that site from Vertical Pools. In such a case, Google will notify the removed site, the Monitoring Trustee, and the Commission within ten US business days of the removal and provide reasons for the removal. A removed website may reapply for inclusion after one month following its removal.

6. If a site admitted to Vertical Pools for Paid Rival Links engages at any point in the harmful practices set out in Section II.B.(e), Google may take one of the following measures:

- It may block non-compliant Paid Rival Links of the site in question from display.

- It may remove the site from Vertical Site Pools.

In choosing among these measures, Google shall not treat Rival Vertical Search Sites more strictly than how Google normally treats Specialised Search Results that it displays on the corresponding category of Google Specialised Search Results Pages or in the corresponding category of Google Specialised Search User Interface.

7. If a site admitted to Vertical Pools for non-paid Rival Links engages at any point in the harmful practices set out in Section II.B.(e), Google may take one of the following measures:

- It may block individual pages of the site from display in Rival Links.

- It may remove the site from Vertical Site Pools.

In choosing among these measures, Google shall not treat Rival Vertical Search Sites more strictly than how Google normally treats sites that it displays on the corresponding category of Google Specialised Search Results Pages or in the corresponding category of Google Specialised Search User Interface.

8. If Google takes actions pursuant to paragraphs 6 or 7 above, Google will inform the site concerned and the Monitoring Trustee within ten US business days from the action and provide reasons. The Commission may request Google, after hearing it, to reverse the action, or to change the measure applied if there were no grounds to take action based on the provisions of paragraph 6 or 7. Google shall reverse the action or change the measure applied, as per the request of the Commission, within ten US business days from the Commission's request.

9. A site that has been subject to actions pursuant to paragraphs 6 or 7 may after six months following the action apply for the action to be reversed, provided it can document that it has rectified the harmful practice at issue.

10. 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.(e) to remove 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 inform the Monitoring Trustee and the Commission prior to the application of any such measures. Google will within ten US business days of the removal inform the site concerned and provide reasons for the removal. A website removed on this basis may reapply for inclusion three months after its rejection.

IV. <u>Criteria For Selecting, Displaying, And Ranking Of Free Rival Links</u>

11. If a query causes the display of a Google Specialised Results Trigger 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 a 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.

12. Google will display together with the Rival Link the Rival Vertical Search Site’s favicon and dynamically generated snippet text derived from the Vertical Search Site, up to a maximum length of two lines of 13 “m” characters each. The method to

dynamically generate the snippet text will implement reasonable quality-measures designed to display text that is relevant to the user's query. .

13. 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 inform the Monitoring Trustee and the Commission prior to the application of any such measures. Google will within ten US business days 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.

V. Criteria For Selecting, Displaying and Ranking For Paid Rival Links

14. Rival Vertical Search Sites for which Google displays Rival Links pursuant to paragraph 2 of the Commitments will be selected from the relevant Vertical Sites Pool and ranked based on an auction (the "***Rival Links Auction***"). Google will implement the Rival Links Auction by creating a new ad type for Rival Links with keyword-specific ad text provided by Rival Vertical Search Sites of a maximum length of two lines of 13 "m" characters each and favicons within its AdWords system, or by creating a separate system.

Auction Mechanism

15. Google will run a separate Rival Links Auction for each triggering of the obligation to display Rival Links pursuant to paragraph 2 of the Commitments.

16. Google will provide Rival Vertical Search Sites with the same ability as Standard AdWords Advertisers in terms of specifying keywords for which they wish to participate in the Rival Links Auction, targeting (*e.g.*, in terms of match types and geography), and specifying maximum campaign budgets. Standard AdWords Advertisers are defined for this purpose as AdWords advertisers whose use of the AdWords service is solely governed by Google's AdWords Terms and Conditions for EEA Member States as currently available at adwords.google.co.uk/select/tsandcsfinder and its successors. If Google makes changes to AdWords relating to specifying keywords, targeting, or maximum campaign budgets by Standard AdWords Advertisers, Google will implement such changes in the Rival Links Auction at the time of the general launch of the change to Standard AdWords Advertisers.

17. For each instance that triggers an obligation to display Rival Links, Google will select up to three Rival Vertical Search Sites from the set of sites within the appropriate Vertical Sites Pool that have submitted a bid for the relevant keyword. For the purpose of selecting and ranking these sites, Google will multiply the sites' bids and the relevant position-independent predicted click-through-rate ("***pCTR***"). Accordingly, as in AdWords auctions, the winning bids will not necessarily be the bidders with the highest cost-per-click bids.

18. The pCTR of an ad by a particular Rival Vertical Search Site for a given query will be calculated using solely a machine-learning regression model that will rely only on objective and verifiable explanatory features and will follow standard industry practices for such models as described in the scientific literature. This will encompass historical click data for the specific ad-query-site combination at issue. In addition, the model may take into account click data for variables that are statistically associated with that ad-query-site combination, with such data receiving less weight the more data become available for the relevant ad-query-site combination. The sole purpose of the machine-learning regression model shall be to calculate the pCTR as a means to evaluate the expected quality of a particular Rival Link.

19. Participation of a Rival Vertical Search Site in any given Rival Links Auction will be subject to its ad meeting the following two quality-protection thresholds:

    a. A minimum cost-per-click threshold of no more than €0.03.

    b. A minimum pCTR threshold of no more than 25% of the average pCTR achieved by the first Rival Link (across all queries) from the relevant Vertical Sites Pool and the relevant country or country group, averaged over the previous 6 months, and recomputed each quarter.

    Google will establish the level of the two quality-protection thresholds set out above with the sole objective of excluding Rival Links of poor quality.

20. Google will inform the Monitoring Trustee of the detailed mechanism for calculating pCTRs in its first quarterly report pursuant to paragraph 11 of Annex 6 and will inform the Monitoring Trustee of any subsequent changes in the quarterly report following such changes. Google will also inform the Monitoring Trustee on the performance of the quality-protection thresholds in its first quarterly report pursuant to paragraph 11 of Annex 6 and will inform the Monitoring Trustee of any subsequent changes of the quality-protection thresholds in the quarterly report following such changes. The Commission, upon advice from the Monitoring Trustee, may require changes to the detailed mechanism for calculating pCTRs or to the level of the quality-protection thresholds, if these elements do not fulfill the criteria of paragraphs 18 and 19 above or, without objective justification, discriminate against or exclude Rival Vertical Search Sites. Google will implement requested changes within four weeks from the

Commission's request. Upon reasoned request by Google, the Commission may extend this deadline.

21. Any given bid will represent the maximum cost-per-click that a bidder is prepared to pay for a click associated with an ad on a particular keyword. Rival Vertical Search Sites will be charged on the basis of clicks, so that if nobody clicks on a particular Rival Link, no payment will be due.

22. The amount to be paid by a given Rival Vertical Search Site that obtains a click from the Rival Links as a result of participating in the Rival Links Auction will be the minimum amount necessary to maintain its position within the Rival Links ranking, as determined by the Rival Links Auction (which may be an amount that is significantly lower than its bid, subject to paragraph 19). For illustration, if the site selected for the first Rival Link had bid €0.25 and the site selected for the second Rival Link had bid €0.19 and the two sites had the same pCTR, then the first site would only pay €0.19 per click.

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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.

Offending user created content and user conduct
User content and conduct that risks offending, misleading, or threatening Google's users, including hate speech, graphic violent content, content that promotes or encourages dangerous and illegal activities, impersonation of individuals in a manner intended to or misleading or confusing others, behavior that leads to real-life harms, serious psychological abuse, threats or stalking behavior, supply of confidential account or identification information, and the promotion of regulated goods and services.

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Annex 2 – Methodology For Displaying Notification Window

This Annex describes the methodology that Google will adopt to display the notification window pursuant to paragraph 5 of the Commitments:

1. For a user who is signed-in to a Google account, Google will display the notification window the first time that any Google Specialized Results Trigger is displayed to the user while he or she is signed in, as indicated by a sign-in cookie. Google will track the fact the notification window was shown with the user's Google Account.

2. For a user who is not signed-in to a Google account and accesses Google's search service via a browser that supports a Google Search preference cookie, Google will display the notification window the first time any Google Specialized Results Trigger is displayed to the user after the Google Search preference cookie's age exceeds 24 hours.

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Illustrative Examples of the Implementation of Paragraphs 2-6 of the Commitments

Illustrations of the Implementation of Paragraph 2 in Connection with the First Sentence of Paragraph 5 of the Commitments

Google ipod

Sign In

Web Images Maps Shopping News More Search tools

About 40,200,000 results (0.34 seconds)

Ad related to **ipod**

Great Deals On **iPods** - tesco.com
www.tesco.com/**iPods**
Earn 500 Extra Clubcard Points On **iPod** Nano Or Shuffle Now. Hurry!
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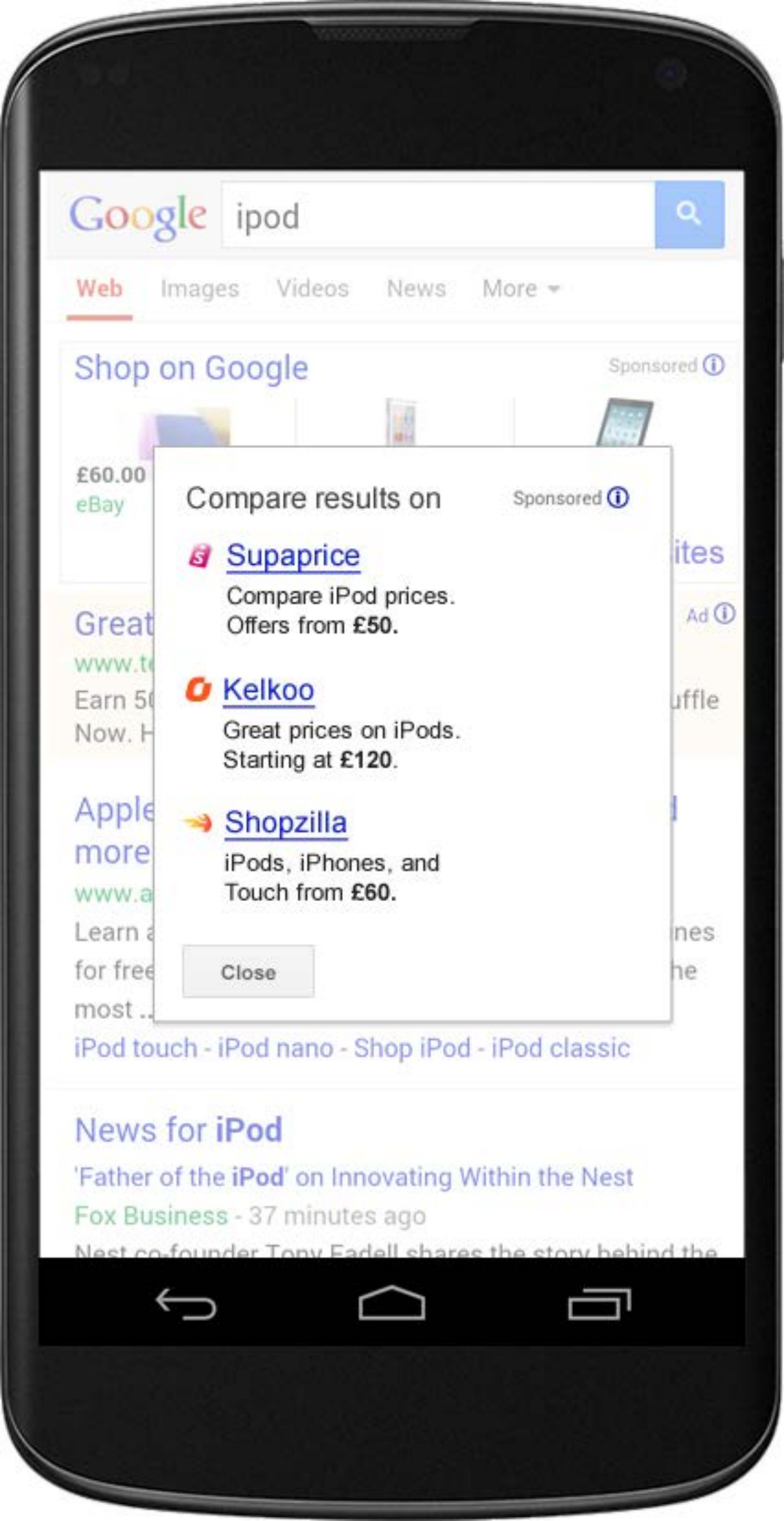
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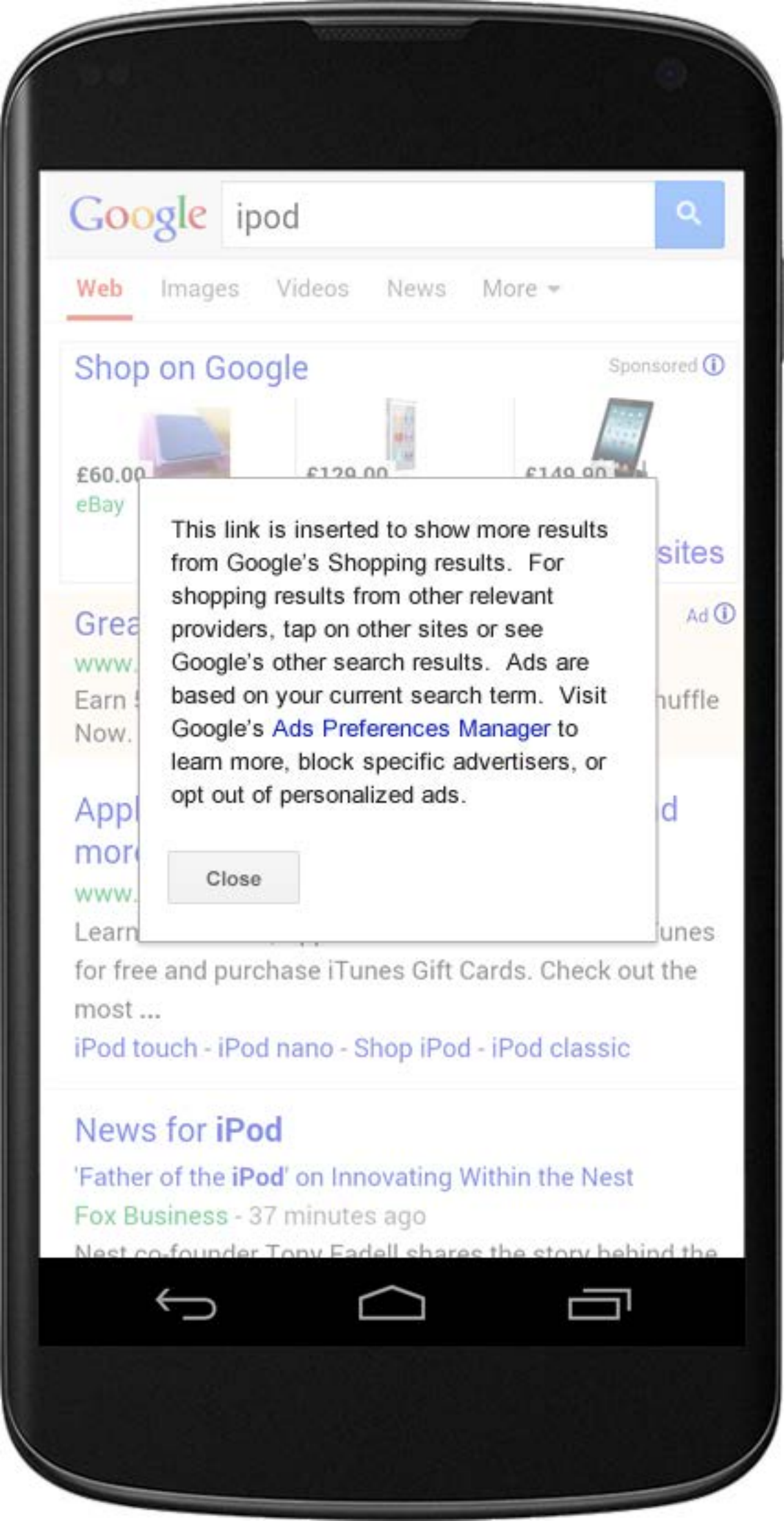
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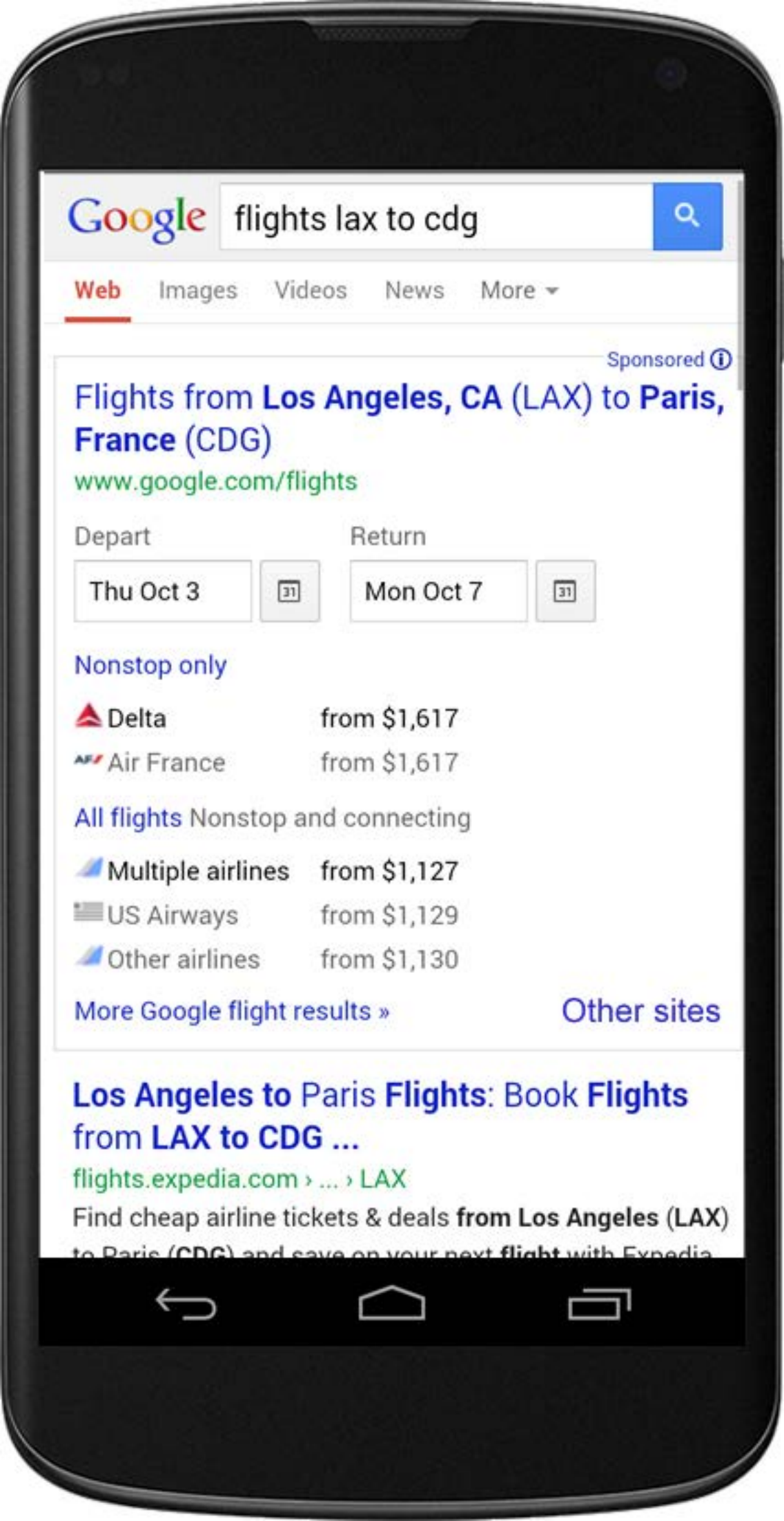
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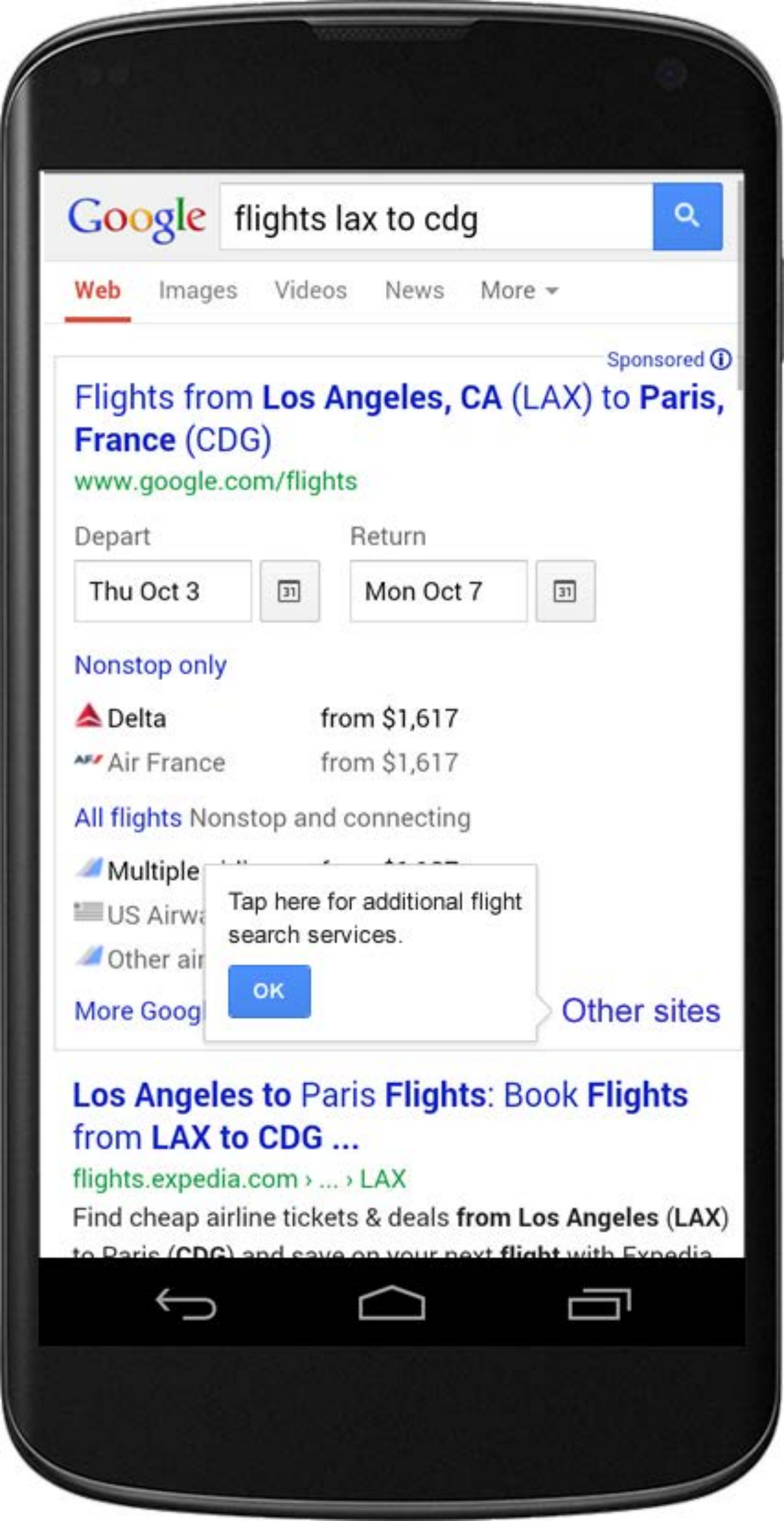
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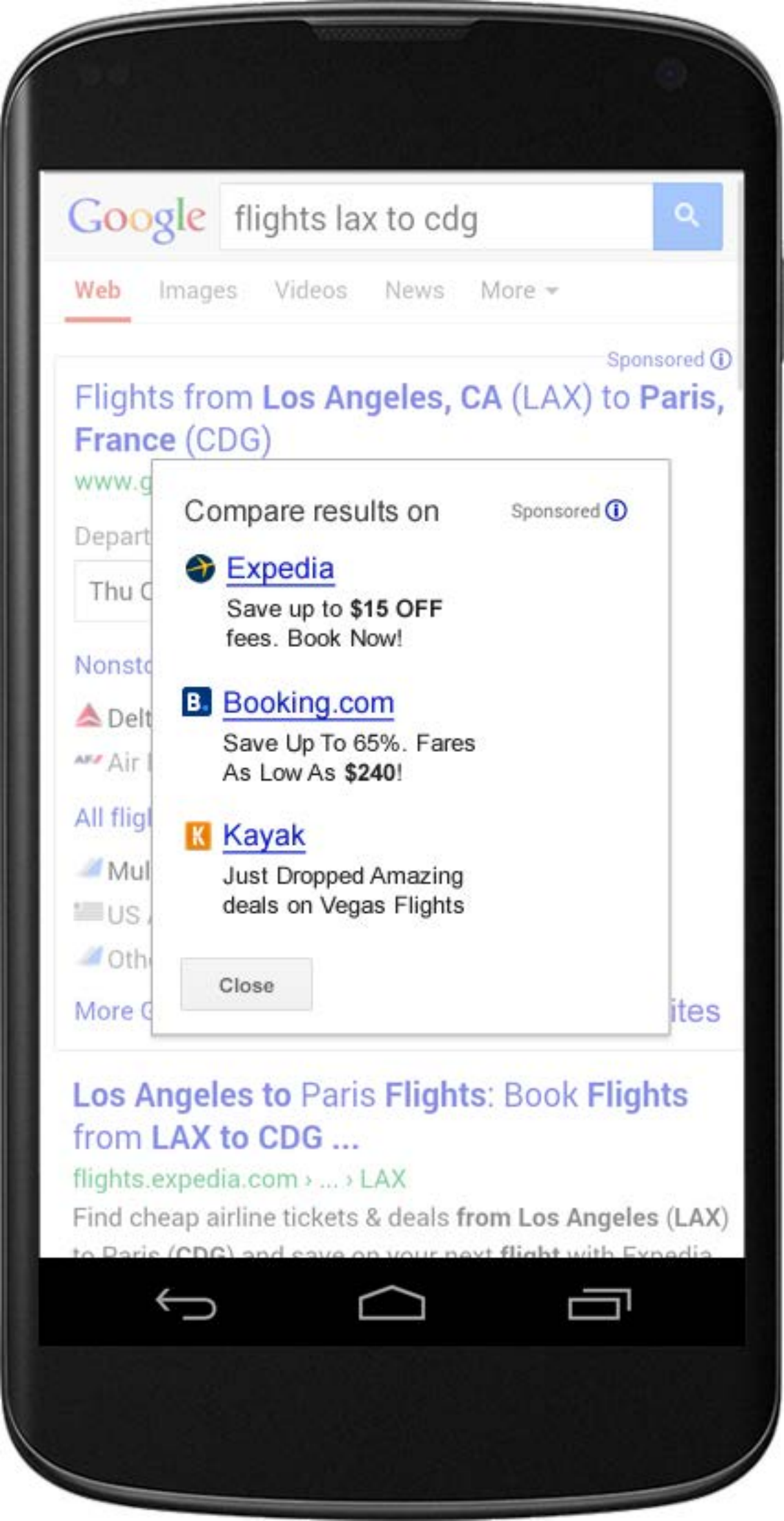
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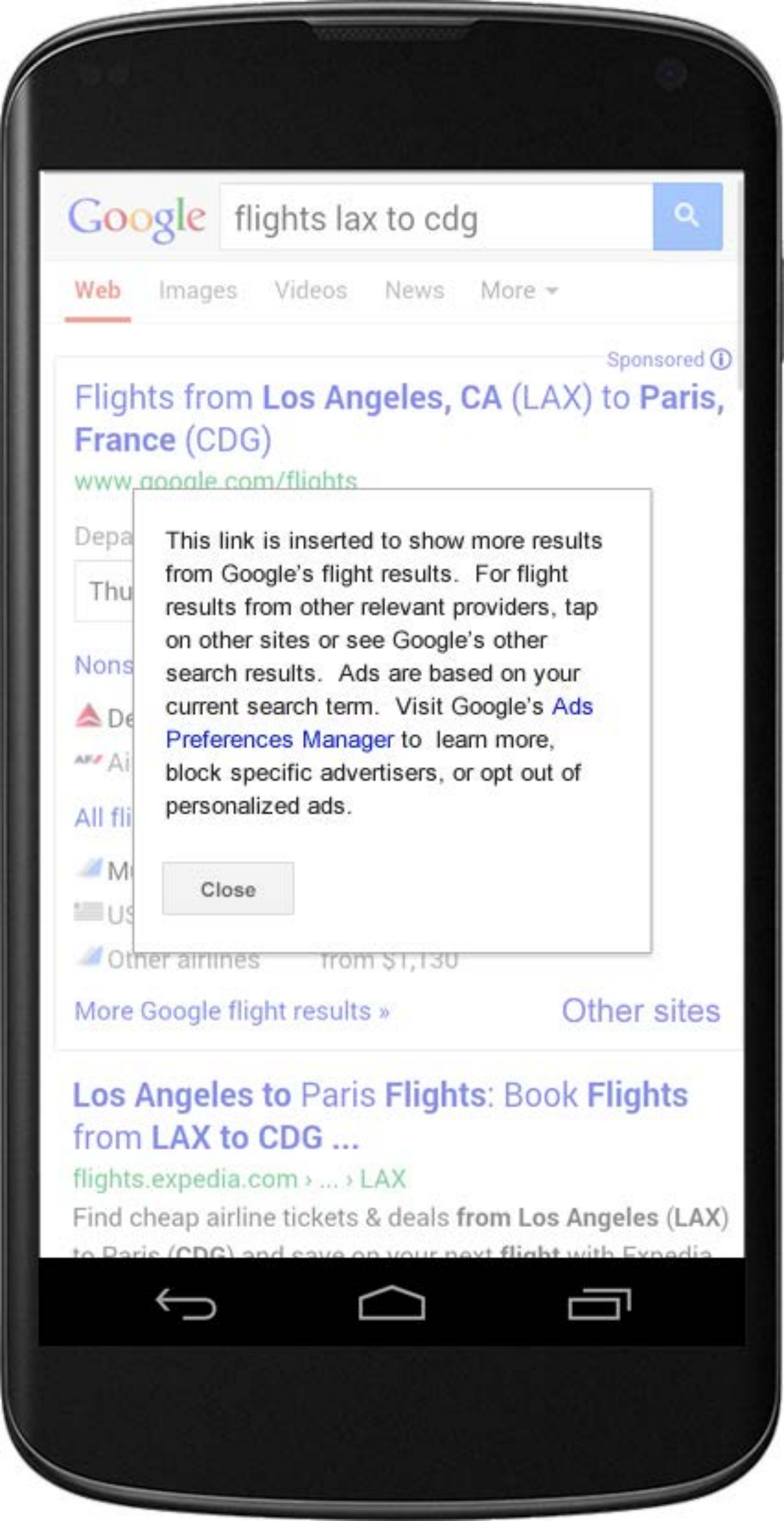
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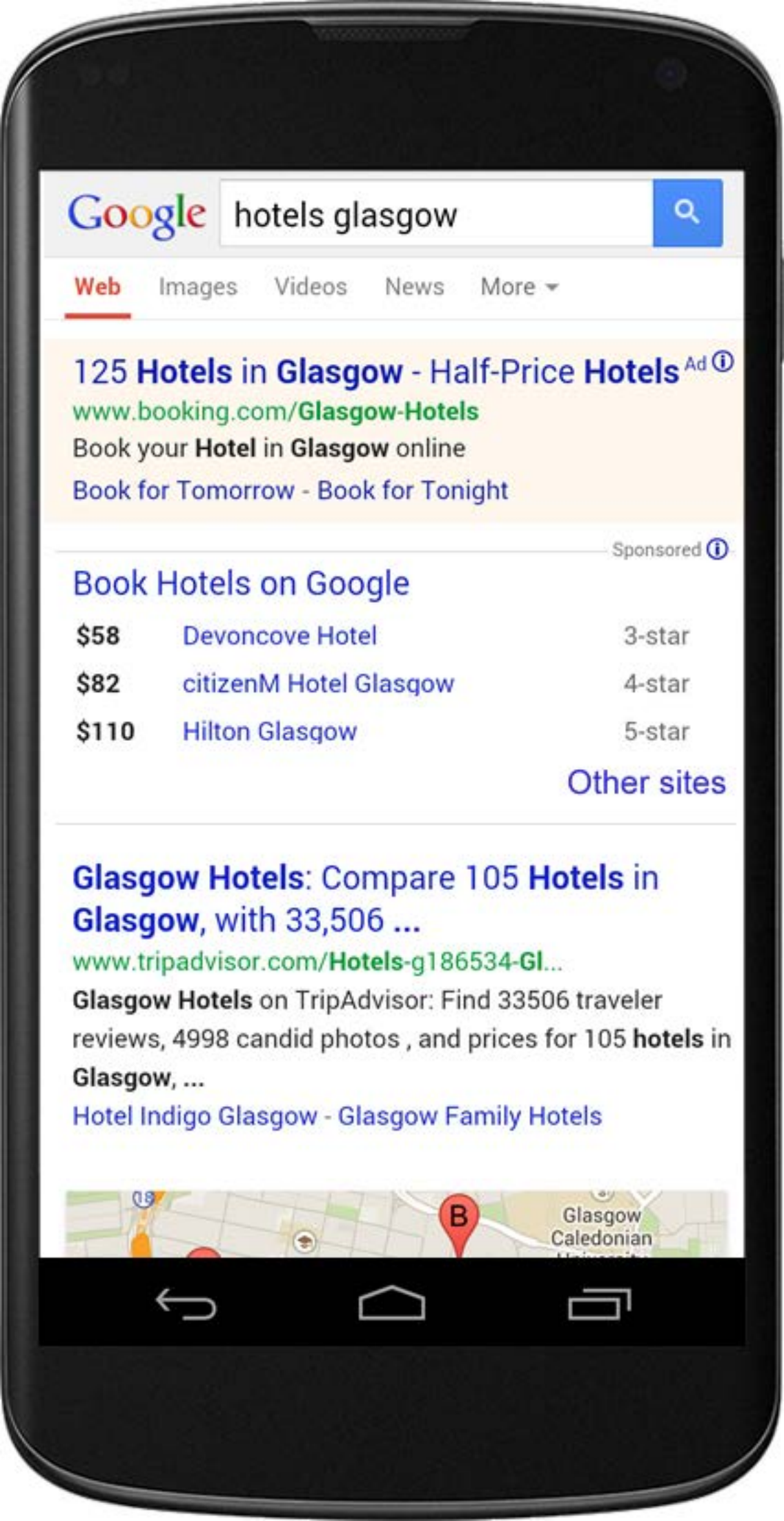
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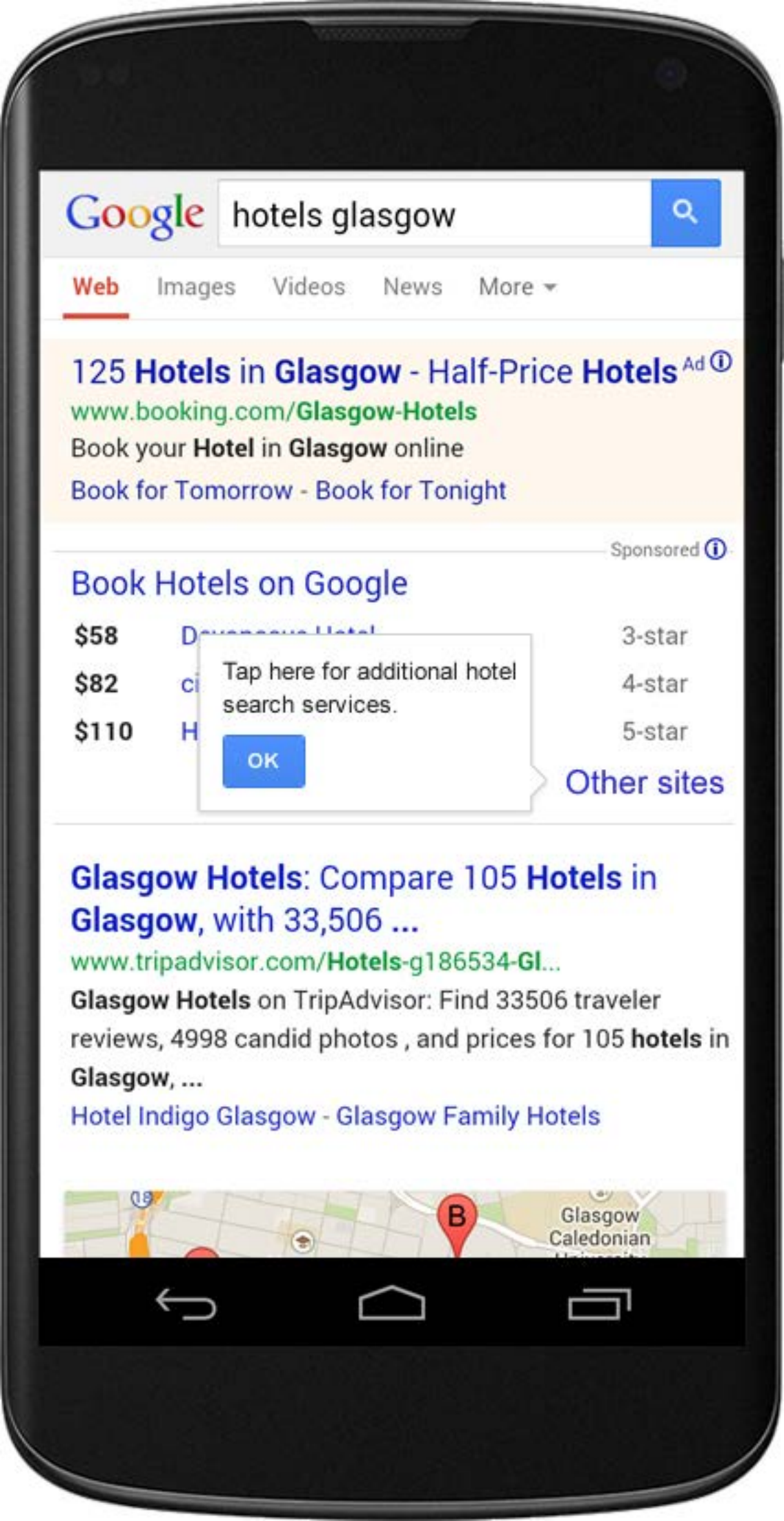
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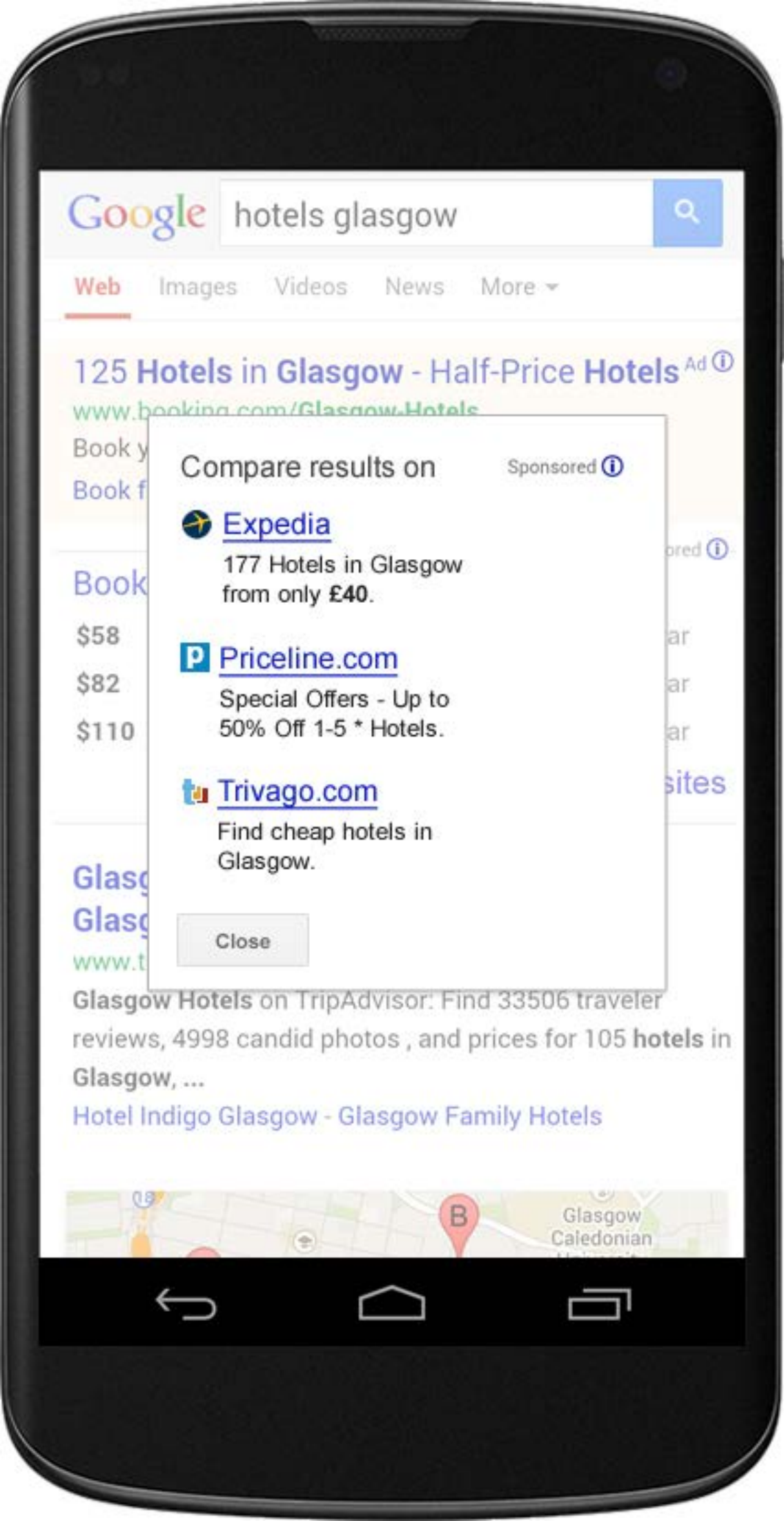
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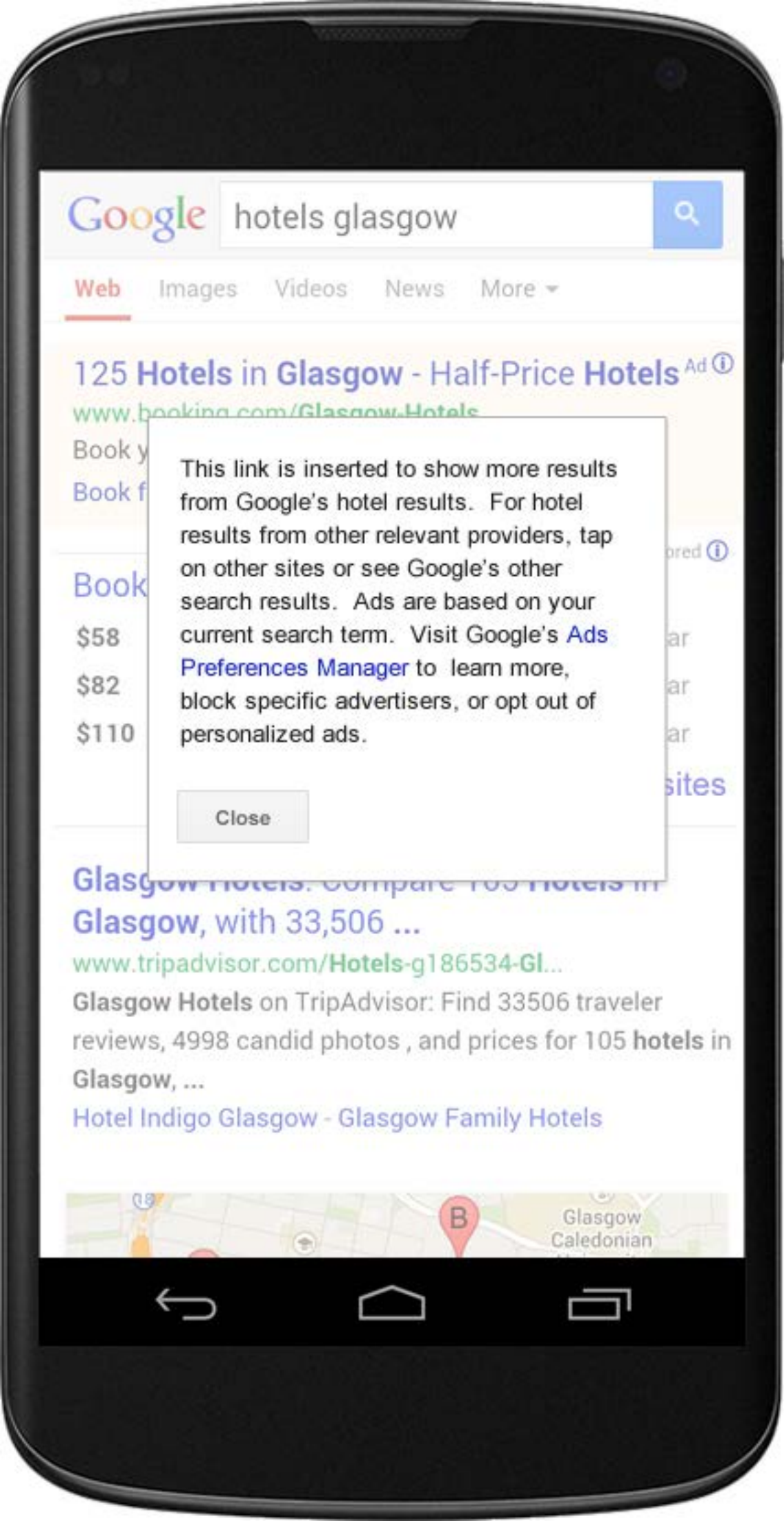
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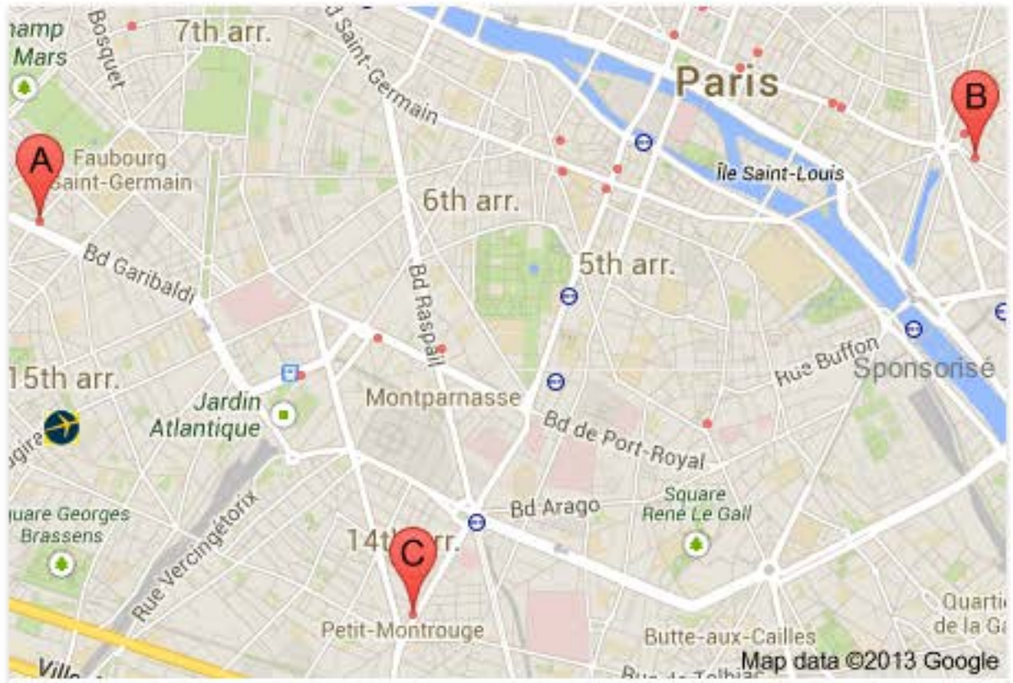

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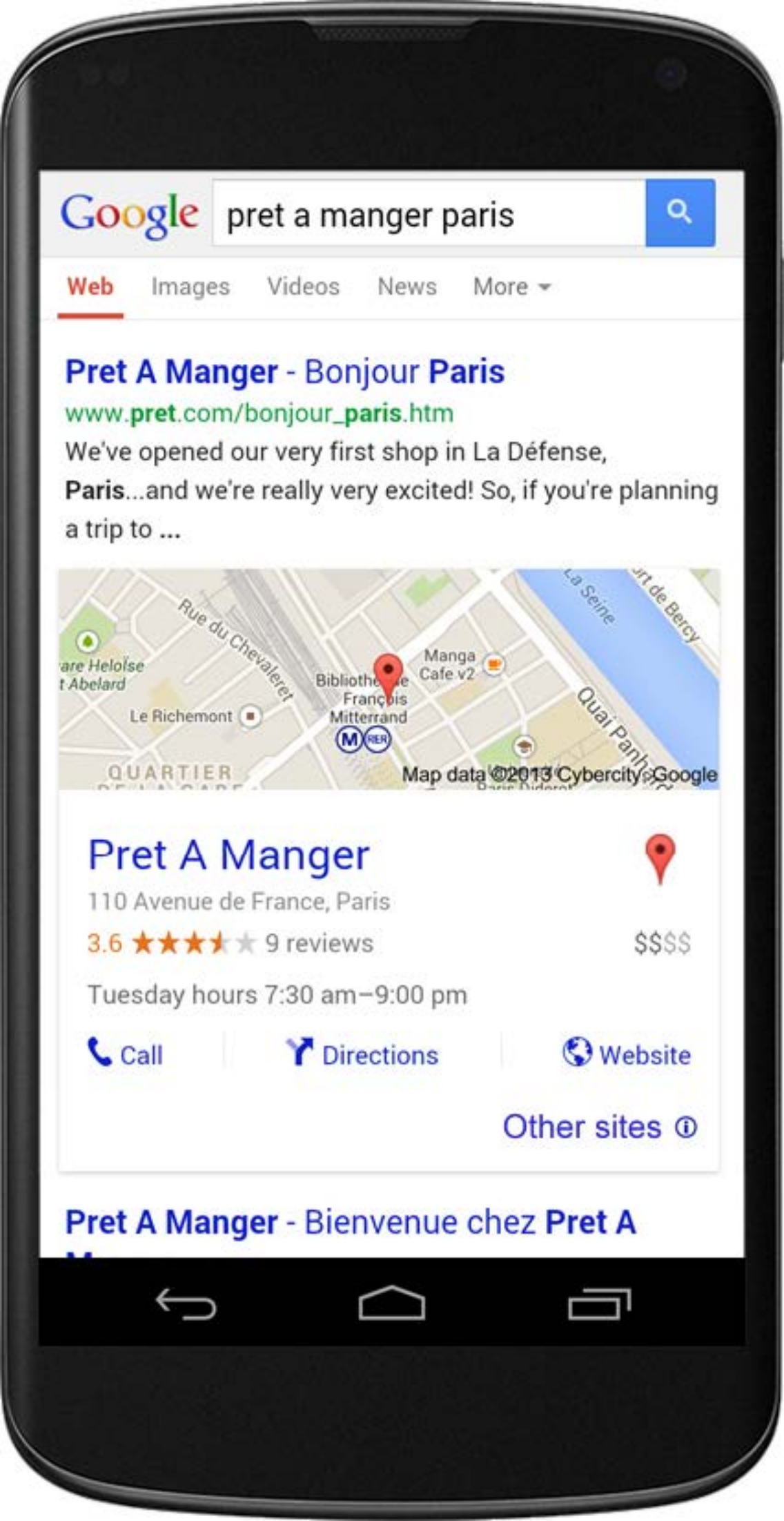
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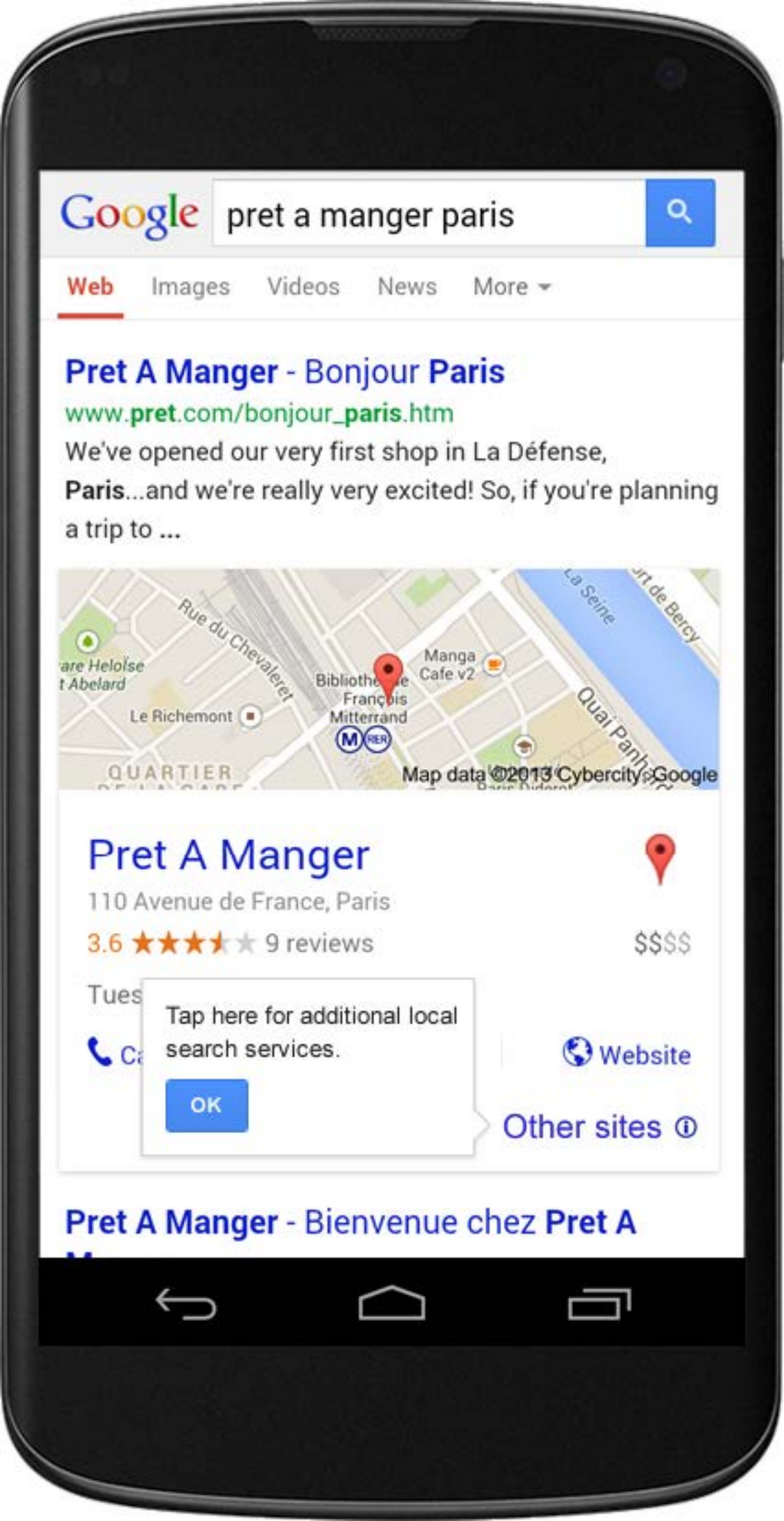
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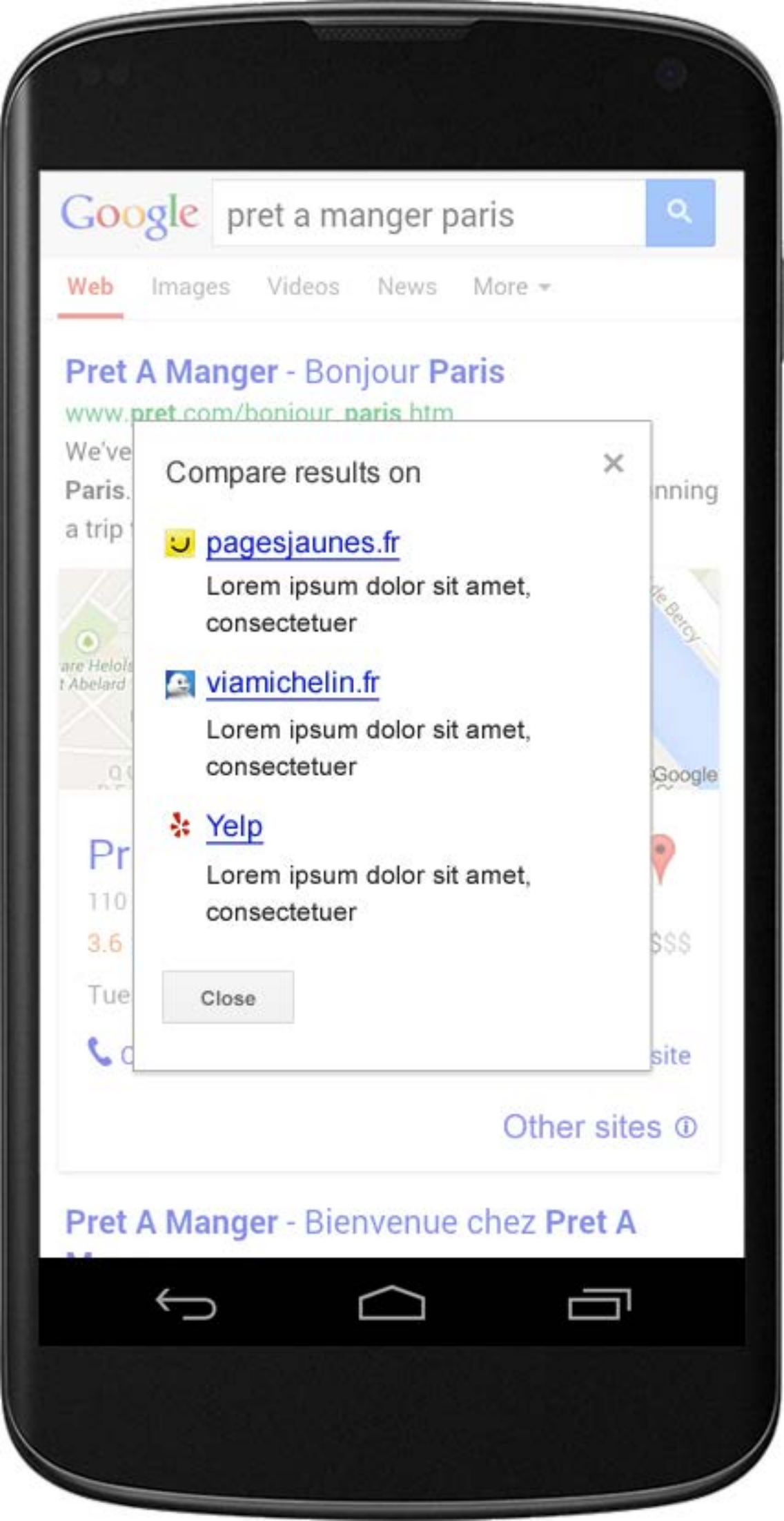
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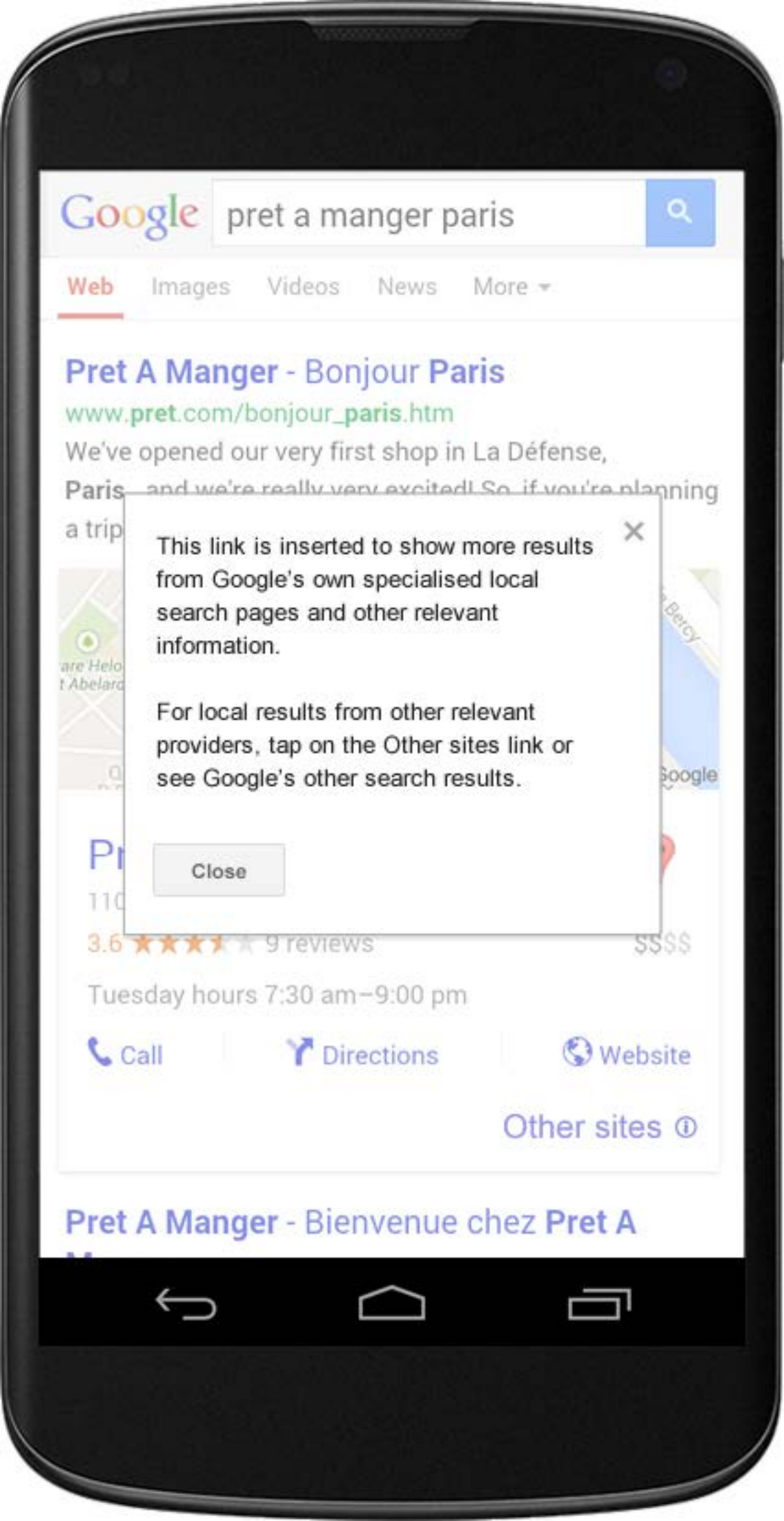
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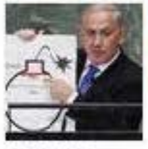

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Directed by George McCowan. Starring Ray Milland, Sam Elliott.

Frogs for kids - Minnesota Pollution Control Agency
www.pca.state.mn.us/kids/**frogs**forkids.html
Frogs for Kids on the Web Site for the Minnesota Pollution Control Agency.

Google Image Search ⓘ

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SAVE THE FROGS!
www.save**the**frogs.com/

Frog

Frogs are a diverse and largely carnivorous group of short-bodied, tailless amphibians composing the order Anura.
Wikipedia
en.wikipedia...

Scientific name: Anura

Rank: Order

Higher classification: Lissamphibia

Lower classifications: Archaeobatrachia, Mesobatrachia, Neobatrachia

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See results about

Frogs
Film
Frogs is a 1972 horror film directed by George McCowan. The film falls into ...

Google frogs

[redacted] 4 + Share [redacted]

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About 13,000,000 results (0.26 seconds)

Frog - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/**Frog**
Frogs are a diverse and largely carnivorous group of short-bodied, tailless amphibians composing the order Anura (Ancient Greek an-, without + oura, tail).
Amphibian - Frogs in popular culture - Poison dart frog - Bullfrog

FROGLAND! AllAboutFrogs.ORG
allabout**frogs**.org/
General **frog** and toad information including species caresheets, pet care information, and environmental issues. Also fun activities, pictures, and clip art.

Frogs: Frog Facts, Myths & More | Exploratorium
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**. Directed by George McCowan. Starring Ray Milland, Sam Elliott.

Frogs for kids - Minnesota Pollution Control Agency
www.pca.state.mn.us/kids/**frogs**forkids.html
Frogs for Kids on the Web Site for the Minnesota Pollution Control Agency.

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www.savethe**frogs**.com/
SAVE THE **FROGS!** is America's first and only public charity dedicated to protecting

Frog

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Wikipedia
en.wikipedia...

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Film
Frogs is a 1972 horror film directed by George McCowan. The film falls into ...

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Frog - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/**Frog**
Frogs are a diverse and largely carnivorous group of short-bodied, tailless amphibians composing the order Anura (Ancient Greek an-, without + oura, tail).
Amphibian - Frogs in popular culture - Poison dart frog - Bullfrog

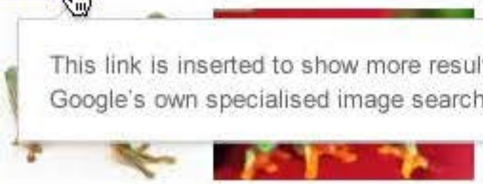
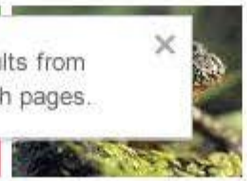
FROGLAND! AllAboutFrogs.ORG
allabout**frogs**.org/
General **frog** and toad information including species caresheets, pet care information, and environmental issues. Also fun activities, pictures, and clip art.

Frogs: **Frog** Facts, Myths & More | Exploratorium
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**.
Directed by George McCowan. Starring Ray Milland, Sam Elliott.

Frogs for kids - Minnesota Pollution Control Agency
www.pca.state.mn.us/kids/**frogs**forkids.html
Frogs for Kids on the Web Site for the Minnesota Pollution Control Agency.

Google Image Search

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Frog

en.wikipedia...

Frogs are a diverse and largely carnivorous group of short-bodied, tailless amphibians composing the order Anura.
Wikipedia

Scientific name: Anura

Rank: Order

Higher classification: Lissamphibia

Lower classifications: Archaeobatrachia, Mesobatrachia, Neobatrachia

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Film
Frogs is a 1972 horror film directed by George McCowan. The film falls into ...

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www.google.com/#q=kittens

Search

kittens - Google Search

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Kitten - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/**Kitten**
A **kitten** or kitty is a juvenile domesticated cat. A feline litter usually consists of two to five **kittens**. To survive, **kittens** need the care of their mother for the first **...**

Images Report images

More images for **kittens**

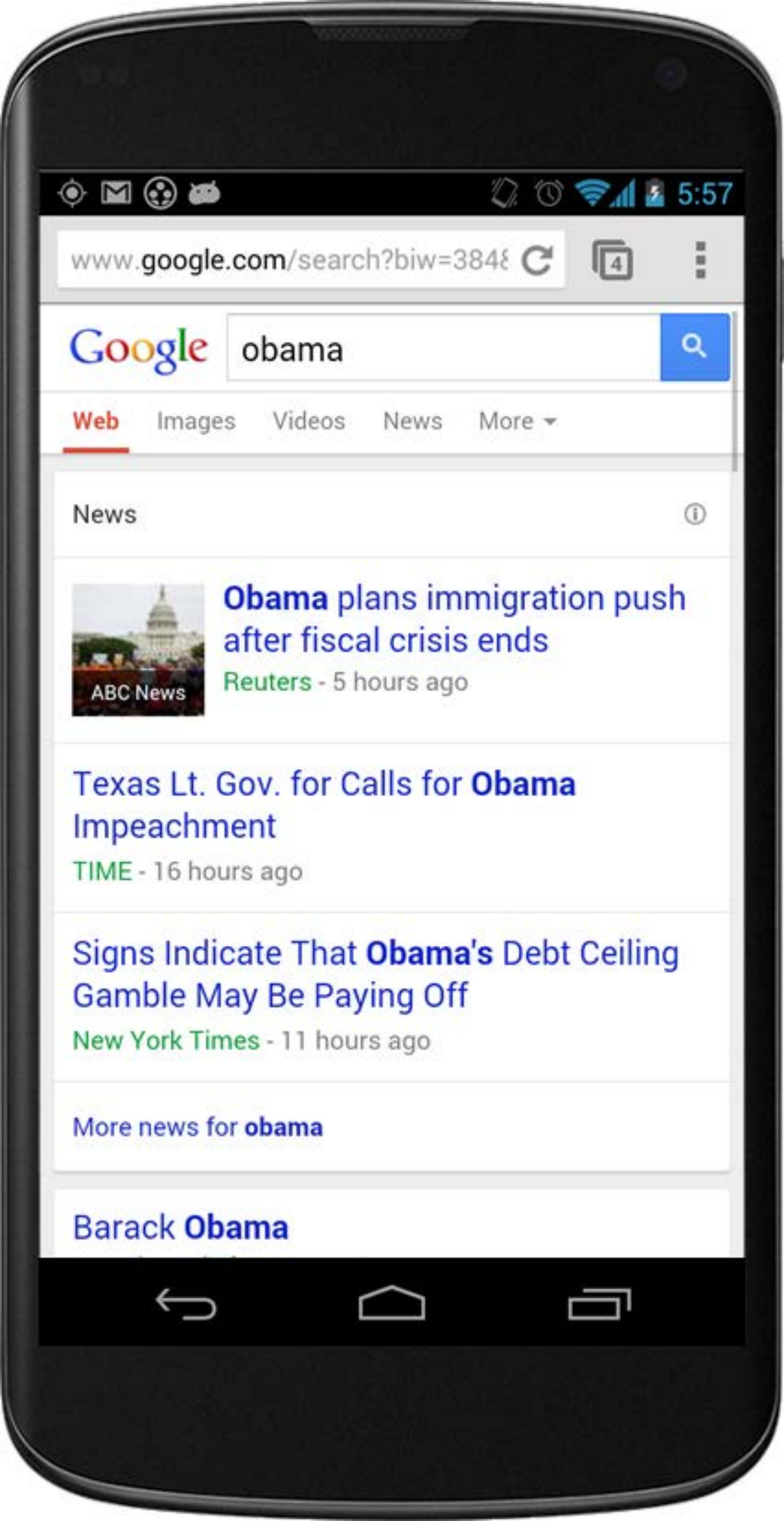
Noisy **kittens** waiting for dinner! - YouTube

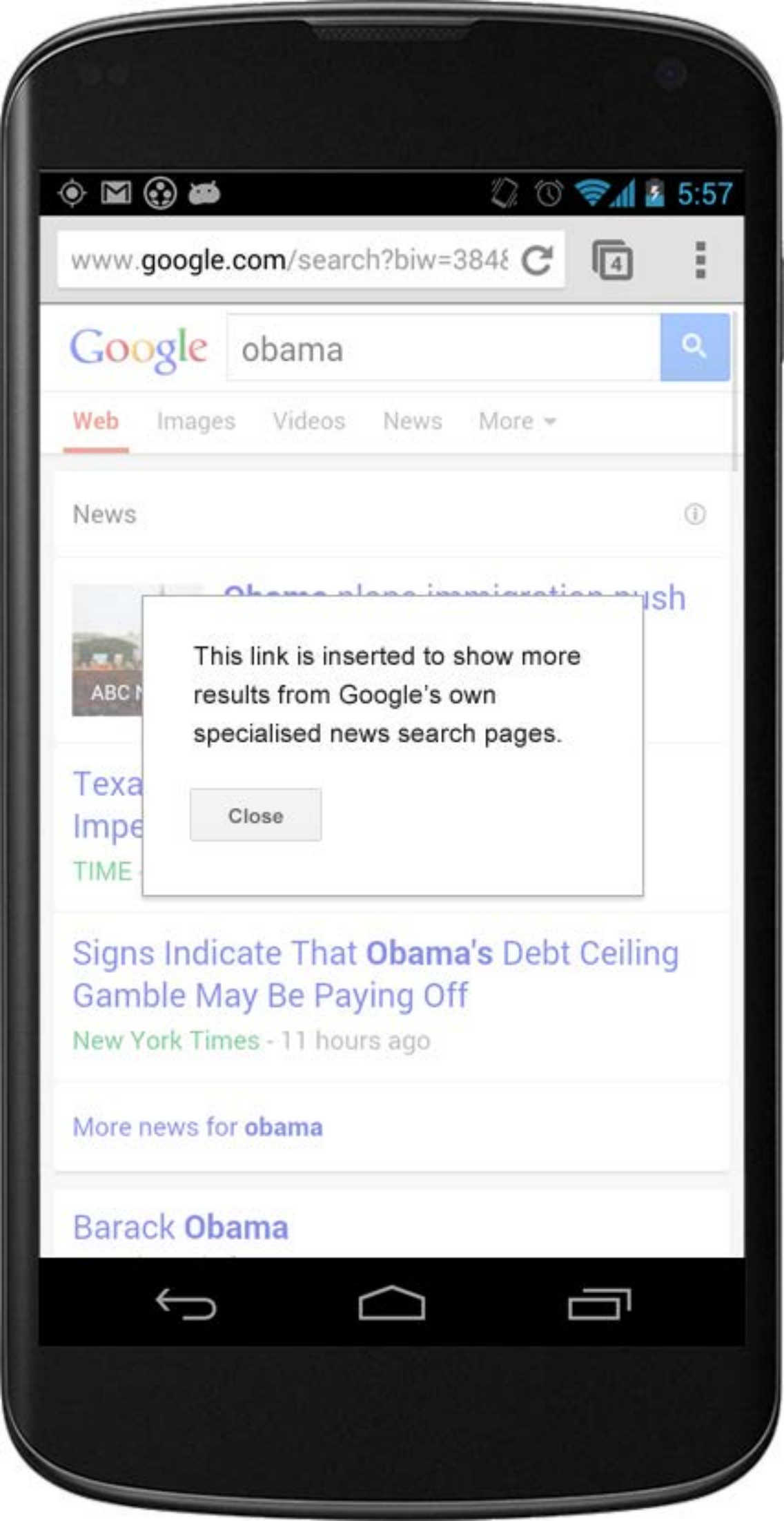
www.youtube.com/watch?v=eiHXASgRTcA
Oct 4, 2008 - Uploaded by smshdchrb
Disclaimer - 7 week old fostered **kittens** waiting on their dinner being prepared. They had been **...**

kittens inspired by **kittens** - YouTube

www.youtube.com/watch?v=FtX8nswnUKU
Sep 1, 2008 - Uploaded by blakekelly0
The Official Facebook Page- https://www.facebook.com/pages/**Kittens**-Inspired-by -**Kittens ...**

Illustrations of the Implementation of Paragraph 4 in Connection with the Second and Third Sentences of Paragraph 5 of the Commitments


5:57
www.google.com/search?biw=384
Google
obama
Web
Images
Videos
News
More
News
ABC News
Obama plans immigration push after fiscal crisis ends
Reuters - 5 hours ago
Texas Lt. Gov. for Calls for Obama Impeachment
TIME - 16 hours ago
Signs Indicate That Obama's Debt Ceiling Gamble May Be Paying Off
New York Times - 11 hours ago
More news for obama
Barack Obama


5:57
www.google.com/search?biw=384
Google
obama
Web
Images
Videos
News
More
News
This link is inserted to show more results from Google's own specialised news search pages.
Close
Signs Indicate That Obama's Debt Ceiling Gamble May Be Paying Off
New York Times - 11 hours ago
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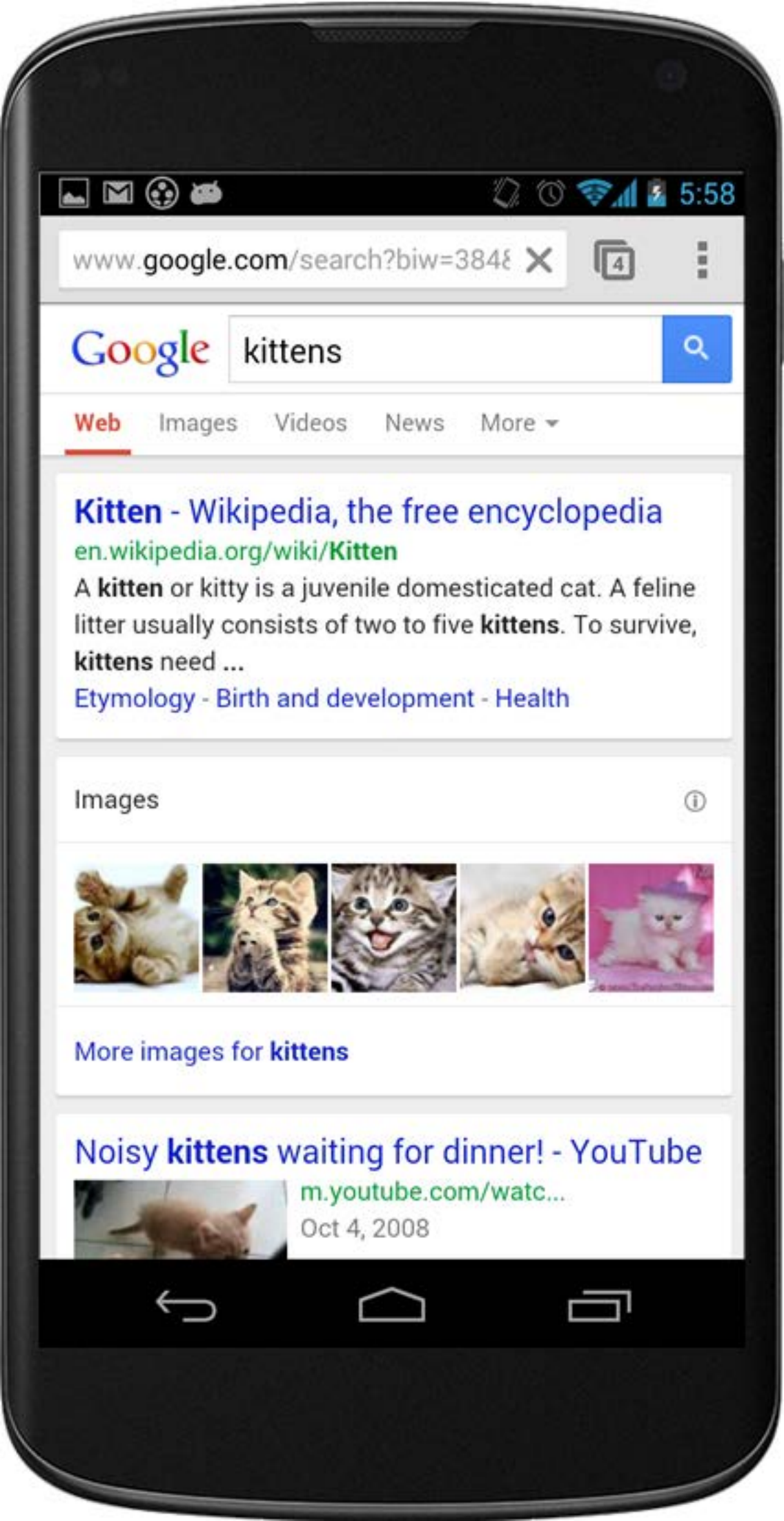
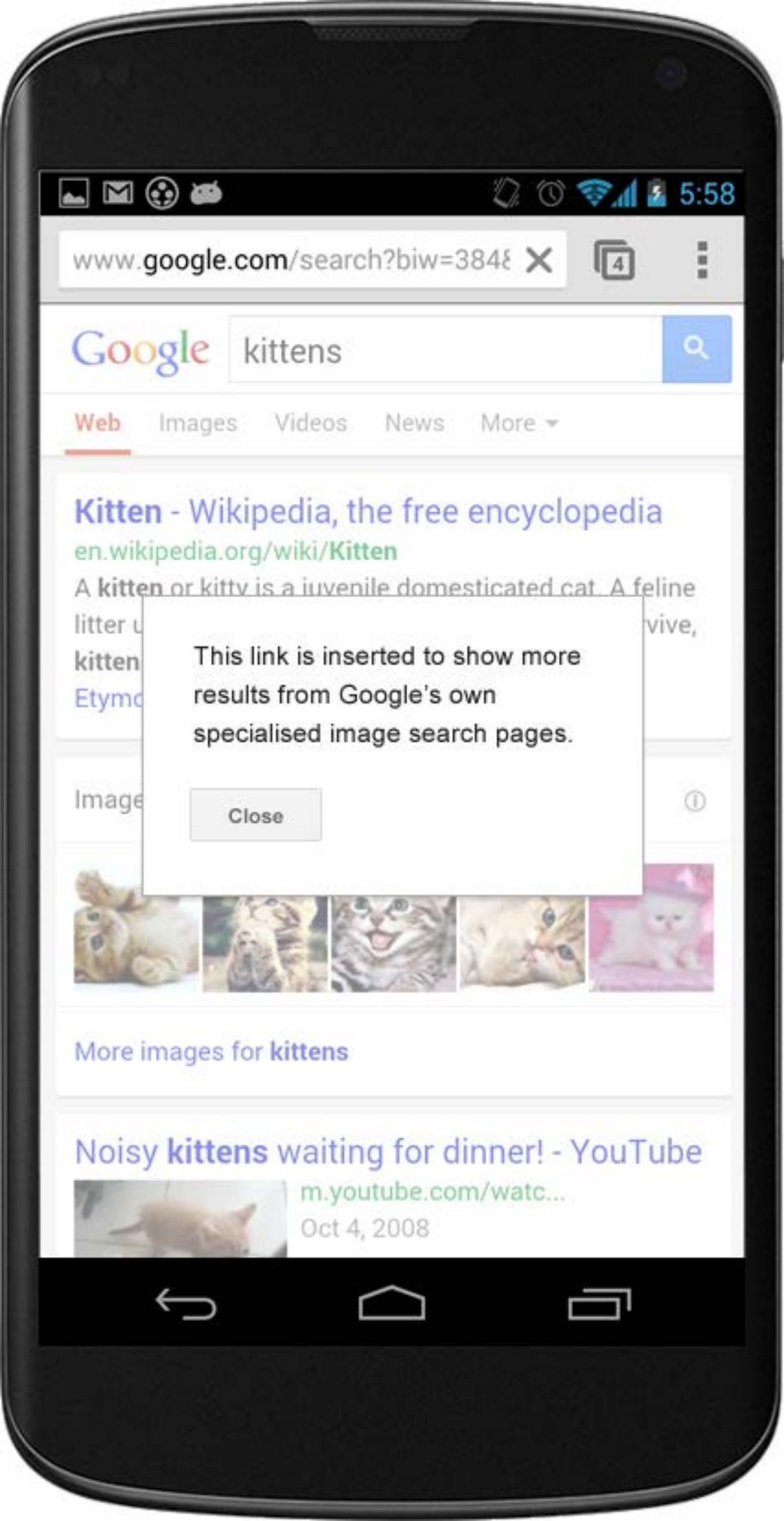
Barack Obama


5:58
www.google.com/search?biw=384
Google
kittens
Web
Images
Videos
News
More
Kitten - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/Kitten
A kitten or kitty is a juvenile domesticated cat. A feline litter usually consists of two to five kittens. To survive, kittens need ...
Etymology - Birth and development - Health
Images
More images for kittens
Noisy kittens waiting for dinner! - YouTube
m.youtube.com/watc...
Oct 4, 2008


5:58
www.google.com/search?biw=384
Google
kittens
Web
Images
Videos
News
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Kitten - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/Kitten
A kitten or kitty is a juvenile domesticated cat. A feline
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Illustrations of the Implementation of Paragraph 6 of the Commitments (Minimization)

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Earn 500 Extra Clubcard Points On **iPod** Nano Or Shuffle Now. Hurry!
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Apple **Ipod** Nano 6th ...	Apple **iPod** nano 16Gb - ...	Apple **iPod** Nano Blue 5th	Apple **Ipod** Touch 8gb 4th	Apple 8GB **iPod** Nano ...
£60.00	**£129.00**	**£129.00**	**£64.99**	**£72.95**
eBay	Very	ASDA.com	eBay	Play.com

Show alternative search sites

Apple (United Kingdom) - Play music and more on **iPod**.
www.apple.com/uk/**ipod**/
Learn about **iPod**, Apple TV and more. Download iTunes for free and purchase iTunes Gift Cards. Check out the most popular TV programmes, films and music.
iPod touch - iPod nano - Shop iPod - iPod classic

Buy **iPod** from our **iPod**, MP3 & Headphones range - Tesco.com
www.tesco.com/direct/technology-gaming/**ipod**/cat3376298.cat
Buy **iPod** from our **iPod**, MP3 & Headphones range at Tesco Direct. We stock a great range of products at everyday prices. Clubcard points on every order.
iPod Touch - iPod Nano - Apple iPod Classic, 160GB ... - iPod Classic

iPod - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/**IPod**
The **iPod** is a line of portable media players designed and marketed by Apple Inc. The first line was released on October 23, 2001, about 8½ months after iTunes ...

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Get **Flight** Deals to SFO.
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Fares to Fly By | Check-In
Earn Elevate Points for Flights | Route Map

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www.google.com/flights

Depart Thu September 26 Return Mon September 30

Nonstop	Virgin America	1h 30m	from $320
	United	1h 35m	from $350
	US Airways	1h 35m	from $350
	Southwest	1h 30m	unknown
All flights	JetBlue	4h 15m+	from $278
	US Airways	2h 50m+	from $329
	Other airlines	2h 15m+	from $290

More Google flight results »

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San Francisco to Las **Vegas Flights**: Book **Flights** from SFO to LAS ...
flights.expedia.com › North America › USA › California › SFO
Find cheap **airline tickets** & deals from **San Francisco** (SFO) to Las **Vegas** (LAS) and save on your next **flight** with Expedia.

Cheap **Flights** from **San Francisco** to Las **Vegas** (SFO - LAS) - Kayak
www.kayak.com/Cheap-**Flights**-**San-Francisco**-to-Las-**Vegas**.SFO.LAS.c...
Cheap **flights** from **San Francisco** (SFO) to Las **Vegas** (LAS). Get cheap **airfare** for **flights** from **San Francisco** to Las **Vegas** and book **airline tickets** online. Search ...

Cheap **Flights** from **San Francisco** (SFO) to Las **Vegas** (LAS) on Orbitz

Ads

Low Fares From SFO to LAS
www.southwest.com/
Southwest Offers Low Fares And Nonstop **Flights**. Book Online Now!

$138 SFO Round Trip **Flight**
www.cheapoair.com/SFO_Cheap_**Flights**
★★★★½ 350 seller reviews
Low Fares Available on SFO **Flights**. Book Now & Save Big. Limited Seats!

$39 Las **Vegas Flights**
cheap**flights**.**vegas**vacati0n.com/
Las **Vegas** Prices Just Dropped
Amazing deals on **Vegas Flights**

JetBlue 2-Day Sale
www.jetblue.com/sale
Low fares from $59 one way.
Hurry, sale ends 11:59pm ET.

$49 Las **Vegas Flights**
www.cheap**flight**now.com/Las**Vegas**
★★★★½ 194 seller reviews
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Up To 75% + $12 Off. Limited Offers

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[125 **Hotels** in **Glasgow** - Half-Price **Hotels** - booking.com](#)
www.booking.com/**Glasgow-Hotels**
★★★★½ 35,780 reviews for booking.com
Book your **Hotel** in **Glasgow** online
Booking.com has 1,222,060 followers on Google+

Most Popular Hotels | Best Reviewed Hotels
Budget Hotels | Luxury Hotels

[**Hotels** in **Glasgow** on Google](#) Sponsored
Compare **hotels** based on reviews, prices, photos, Street View and more.

£31	Euro Hostel Glasgow	2-star hotel	3.0 ★★★☆☆ (23)
£49	Jurys Inn Glasgow	3-star hotel	3.8 ★★★★☆ (16)
£57	citizenM Hotel Glasgow	4-star hotel	4.7 ★★★★½ (41)
£82	Hilton Glasgow	5-star hotel	4.2 ★★★★☆ (24)

Show alternative search sites

[**hotels** near **Glasgow, Glasgow City**](#)

Millennium **Hotel Glasgow**
www.millennium**hotels**.co.uk
2.4 ★★½☆☆ 5 Google reviews - £49▾

citizenM **hotel Glasgow**
www.citizenm.com
4.7 ★★★★½ 42 Google reviews · Google+ page - £58▾

BEST WESTERN **Glasgow** City **Hotel**
www.bw-**glasgow**cityhotel.co.uk
3.8 ★★★★☆ 6 Google reviews · Google+ page - £55▾

A George Square
Glasgow, Lanarkshire
0141 332 6711

B 60 Renfrew St
Glasgow, Lanarkshire
0141 404 9485

C 27 Elmbank St
Glasgow, Lanarkshire
0141 227 2772

Map for **hotels glasgow**

Ads

[Crowne Plaza **Glasgow**](#)
www.crowneplaza.com/**Glasgow**
Book a Deluxe **hotel** in **Glasgow**
Great rates available to book now.

[330 **Hotels** in **Glasgow**](#)
www.trivago.co.uk/All-**Glasgow-Hotels**
★★★★½ 47 reviews for trivago.co.uk
trivago™ Save up to 78% on **Hotels**.
All **Glasgow Hotel** Deals from £21!

[Radisson Blu in **Glasgow**](#)
www.radissonblu.co.uk/**Glasgow**
Luxury **hotel** in central **Glasgow**.
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[Jurys Inn™ **Glasgow**](#)
www.jurysinns.com/**Glasgow**
Located on Jamaica Street.
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80 Jamaica Street,, Glasgow
0141 314 4800

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www.lastminute.com/**Glasgow-Hotels**
Huge Savings on **Glasgow Hotels**.
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Starbucks Coffee Company
www.**starbucks**.fr/ Translate this page
aller à la Navigation principale; aller à la Navigation principale; aller au Pied de page.
Starbucks Coffee Company · Service clients · Trouver une boutique.
Où nous trouver - Boissons - Nourriture - Nos Mugs, Tumblers et ...

starbucks near **Paris**

Starbucks
www.**starbucks**.fr
3.8 ★★★★☆ 10 Google reviews

A 66 Avenue de la Motte-Picquet
Paris
01 43 06 08 01

Starbucks Coffee
www.**starbucks**.fr
3.9 ★★★★☆ 30 Google reviews

B 29 Rue du Faubourg Saint-Antoine
Paris
01 43 40 27 75

Starbucks
www.**starbucks**.fr
3.7 ★★★½☆ 22 Google reviews

C 76-80 Avenue du Général Leclerc
Paris
01 45 41 48 66

See results for **starbucks paris** on a map »

Show alternative search sites

Map for **starbucks paris**

Où nous trouver | **Starbucks** Coffee Company
www.**starbucks**.fr/localisateur-de-boutique Translate this page
Starbucks Coffee Company. Service clients · Trouver une boutique. Navigation.

Starbucks - **Paris** - MyStore411
www.mystore411.com/store/listing/15/france/**starbucks**-store-locations
Name, City, Address, Phone. **Starbucks** - Boulogne Billancourt -- CC Les Passages, Boulogne Billancourt, 5 rue Tony Garnier, 01 46 04 05 80. **Starbucks** ...

Starbucks - Locations & **Starbucks** Hours in **paris**, **paris**, France
www.mystore411.com › Starbucks › paris Translate this page

Illustrations of the Implementation of Paragraph 6 of the Commitments (Distinctions)

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www.tesco.com/**iPods**
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Apple **Ipod** Nano 6th ...
£60.00
eBay

Apple **iPod** nano 16Gb - ...
£129.00
Very

Apple **iPod** Nano Blue 5th
£129.00
ASDA.com

Apple **Ipod** Touch 8gb 4th
£64.99
eBay

Apple 8GB **iPod** Nano ...
£72.95
Play.com

Compare results on Sponsored

Supaprice
Buy Any iPod. Order Today. Prices from **£60.**

Kelkoo
Our iPod stock rocks. Prices from **£70.**

Shopzilla
iPods, iPhones, and Touch from **£55.**

Hide alternative search sites

Apple (United Kingdom) - Play music and more on **iPod**.
www.apple.com/uk/**ipod**/
Learn about **iPod**, Apple TV and more. Download iTunes for free and purchase iTunes Gift Cards. Check out the most popular TV programmes, films and music.
iPod touch - iPod nano - Shop iPod - iPod classic

Buy **iPod** from our **iPod**, MP3 & Headphones range - Tesco.com
www.tesco.com/direct/technology-gaming/**ipod**/cat3376298.cat
Buy **iPod** from our **iPod**, MP3 & Headphones range at Tesco Direct. We stock a great range of products at everyday prices. Clubcard points on every order.
iPod Touch - iPod Nano - Apple iPod Classic 160GB - iPod Classic

Google starbucks paris

About 20,200,000 results (0.25 seconds)

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www.**starbucks**.fr/ Translate this page
aller à la Navigation principale; aller à la Navigation principale; aller au Pied de page.
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Où nous trouver - Boissons - Nourriture - Nos Mugs, Tumblers et ...

starbucks near **Paris**

Starbucks
www.**starbucks**.fr
3.8 ★★★★☆ 10 Google reviews

A 66 Avenue de la Motte-Picquet
Paris
01 43 06 08 01

Starbucks Coffee
www.**starbucks**.fr
3.9 ★★★★☆ 30 Google reviews

B 29 Rue du Faubourg Saint-Antoine
Paris
01 43 40 27 75

Starbucks
www.**starbucks**.fr
3.7 ★★★½☆ 22 Google reviews

C 76-80 Avenue du Général Leclerc
Paris
01 45 41 48 66

See results for **starbucks paris** on a map »

Compare results on

pagesjaunes.fr
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viamichelin.fr
Lorem ipsum dolor sit amet, consectetuer.

Yelp
Lorem ipsum dolor sit amet, consectetuer.

Hide alternative search sites

Map for **starbucks paris**

Où nous trouver | **Starbucks** Coffee Company
www.**starbucks**.fr/localisateur-de-boutique Translate this page
Starbucks Coffee Company. Service clients · Trouver une boutique. Navigation.

Starbucks - Paris - MyStore411

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October 21, 2013

Annex 4 - HTML Component

The following data can be marked by the HTML component provided pursuant to paragraph 17 of the Commitments:

- portions of or all review text
- author of reviews
- date of reviews
- displayed total numbers of reviews
- quantitative review ratings
- street addresses
- fax and telephone numbers
- e-mail and website addresses
- business opening hours and dates

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October 21, 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	

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

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

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

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October 21, 2013

Annex 6

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) within ten business days 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 paragraphs 10 and 13 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 14 and 22 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 57 of the Commitments.

6. Without prejudice to the monitoring of Google's compliance with paragraphs 12 and 18 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 66 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 Triggers 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 2-5 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 23 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 23 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 Trigger;

j) the total number of queries for which Rival Links were displayed alongside each Google Specialised Results Trigger;

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 10-14 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 17 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 19 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 3 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 3 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 23 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 26 and 27 of the Commitments, within ten US business days 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 26 and 27 of the Commitments, within ten US business days 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 29 of the Commitments, within ten US business days 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 paragraph 32 of the Commitments within ten US business days after implementing these Commitments, but no later than one week 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.