

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

IN THE MARION SUPERIOR COURT  
  
CAUSE NO. 49D01-2201-PL-002399

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
GOOGLE LLC, )  
 )  
Defendant. )

### SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between the Indiana Attorney General, Theodore E. Rokita, and Google LLC (“GOOGLE” or “Defendant”) (collectively, the “Parties”) to resolve the claims asserted in the complaint (“Complaint”) in the above-captioned matter (the “Action”).

In consideration of their mutual agreements to the terms of this Agreement, and other consideration described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### I. ADDITIONAL DEFINITIONS

1. For the purposes of this Agreement, the following definitions apply:
  - a. “ACCOUNT” or “GOOGLE ACCOUNT” means an account which a USER may create to access many GOOGLE services or products via a username and password entered by that USER.
  - b. “ACCOUNT CREATION FLOW” means the user interface or process through which a USER creates an ACCOUNT.

c. “ADS PERSONALIZATION” means the ACCOUNT setting that when enabled, allows GOOGLE to show USERS personalized advertisements across DEVICES based on their activity on GOOGLE services, such as GOOGLE Search or YouTube, and on websites and applications that partner with GOOGLE to show advertisements.

d. “CLEAR AND CONSPICUOUS” means a disclosure that is easily noticeable and easily understandable by the USER. A disclosure is CLEAR AND CONSPICUOUS when:

i. In textual communications (e.g., printed publications or words displayed on the screen of a computer or mobile device), the required disclosures are of a type, size, and location sufficiently noticeable for a USER to read, and comprehend them, in print that contrasts highly with the background on which they appear;

ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for a USER to hear and comprehend them;

iii. In communications disseminated through video means (e.g., television or streaming video), the required disclosures are in writing in a form consistent with subpart (i) of this definition and shall appear on the screen for a duration sufficient for a USER to read and comprehend them, and in the same language as the predominant language that is used in the communication;

iv. In all instances, the required disclosures: (1) are presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures provided by GOOGLE; and

v. The disclosure must be reasonably accessible to USERS with disabilities. For disclosures provided online, this means that GOOGLE may take into account industry standards such as Web Content Accessibility Guidelines, version 2.1 of June 2018, from the World Wide Web Consortium, but nothing in this Agreement precludes GOOGLE from determining on a product-by-product basis how to make information reasonably accessible.

e. “COVERED CONDUCT” means alleged omissions and misrepresentations made by GOOGLE regarding GOOGLE’s collection, use, and retention of USERS’ LOCATION INFORMATION in as set forth in the Complaint.

f. “DEVICE” means any device capable of connecting to the internet from which a USER may access their GOOGLE ACCOUNT and/or LOCATION-RELATED ACCOUNT SETTINGS.

g. “EFFECTIVE DATE” means December 14, 2022.

h. “EXPRESS AFFIRMATIVE CONSENT” means an affirmative act or statement by a USER that demonstrates the USER’s consent or acceptance after receiving CLEAR AND CONSPICUOUS disclosure of material facts.

i. “FINAL IMPLEMENTATION DATE” means six (6) months after the EFFECTIVE DATE.

j. “INACTIVE USER” is a USER whose LOCATION INFORMATION was last uploaded to the USER’s GOOGLE ACCOUNT more than three (3) years ago, if the LOCATION INFORMATION is still stored in the USER’s GOOGLE ACCOUNT. This includes a USER whose LOCATION INFORMATION was uploaded to the USER’s GOOGLE ACCOUNT more than three years ago, and then the USER enabled or disabled the relevant setting(s) without uploading any new data within three years.

k. “INDEPENDENT ASSESSOR REPORTS” means the Independent Assessor’s Transmittal Letter and Examination Report on Google LLC’s Privacy Program transmitted on a biennial basis that are prepared by a qualified, objective, independent third-party professional, who uses procedures and standards generally accepted in the profession pursuant to FTC Order No. C-4336, issued on October 13, 2011.

l. “LOCATION HISTORY” means the ACCOUNT setting that, when enabled, automatically saves USERS’ LOCATIONS OF PRESENCE on GOOGLE’s servers, and which can present USERS’ LOCATIONS OF PRESENCE in a visual format shown on a map.

m. “LOCATION OF PRESENCE” means a physical location of a USER or DEVICE and a place in the world at a point in time.

n. “LOCATION INFORMATION” means any information or data used to identify the LOCATION OF PRESENCE on Earth of a USER or DEVICE including, but not limited to, by use of GPS coordinate monitoring technology, IP address, cell tower data, wireless internet access points (Wi-Fi data), Bluetooth data, and any other similar information or data used to identify the LOCATION OF PRESENCE.

o. “LOCATION-RELATED ACCOUNT SETTING” means LOCATION HISTORY, WEB & APP ACTIVITY, or any other ACCOUNT setting GOOGLE implements after the EFFECTIVE DATE that has the same or substantially the same functionality with regard to the collection, retention, and use of LOCATION INFORMATION as LOCATION HISTORY and WEB & APP ACTIVITY.

p. “MULTISTATE” means the Attorneys General who entered into an Assurance of Voluntary Compliance with GOOGLE with an effective date of December 14, 2022,

to resolve an investigation into GOOGLE’S location settings and collection and use of location information, and whether GOOGLE’S conduct violated state consumer protection laws.

q. “PRECISE LOCATION INFORMATION” means the latitude and longitude of a USER or DEVICE.

r. “POP-UP NOTIFICATION” means a notification that is viewable by a USER during interaction with a GOOGLE product or service or is pushed to a USER via apps installed on the USER’S DEVICE.

s. “USER” means a person residing in the United States with a GOOGLE ACCOUNT who uses or used any GOOGLE products or services since January 1, 2014.

t. “WEB & APP ACTIVITY” means the ACCOUNT setting that saves a USER’S activity across certain GOOGLE sites and apps to the USER’S ACCOUNT, including some types of LOCATION INFORMATION.

## II. RECITALS

1. **WHEREAS, Plaintiff brought the Action against Google in Superior Court of Marion County, State of Indiana;**

2. WHEREAS, the Complaint alleges that the Defendant violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq. (“DCSA”), with respect to the COVERED CONDUCT, and the Complaint further asserts claims for civil penalties and other monetary and injunctive relief, as described in further detail in the Complaint;

3. WHEREAS, the Parties have each considered the costs, delays and legal uncertainties associated with the continued prosecution and defense of the Action, and have reached an agreement to settle and resolve the Action;

4. WHEREAS, the Parties agree that nothing in this Agreement shall constitute an admission of any wrongdoing or admission of any violations of law by GOOGLE;

5. NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the adequacy and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

### **III. SETTLEMENT TERMS**

6. Paragraphs 7-27 below are intended to align with the relief obtained by the MULTISTATE and shall not be construed to provide any additional relief.

7. GOOGLE will not make misrepresentations to USERS regarding an individual USER's LOCATION INFORMATION in LOCATION HISTORY and WEB & APP ACTIVITY.

### **CONSENT AND DISCLOSURES**

8. GOOGLE must issue a POP-UP NOTIFICATION to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification, disclosing whether these settings collect LOCATION INFORMATION and instructing USERS how to disable each setting, delete the data collected by the settings, and set data retention limits.

a. USERS that have disabled notification settings on their DEVICE may not receive the POP-UP NOTIFICATION referenced herein.

b. By January 14, 2023, GOOGLE must also send an email to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification, disclosing the same information described in paragraph 12(b).

9. GOOGLE must maintain a webpage (the "LOCATION TECHNOLOGIES PAGE") that discloses GOOGLE's policies and practices concerning:

a. the types of LOCATION INFORMATION collected by GOOGLE;

- b. the sources of LOCATION INFORMATION collected by GOOGLE;
- c. whether and under what circumstances LOCATION INFORMATION collected and/or retained by GOOGLE is PRECISE LOCATION INFORMATION;
- d. how enabling each LOCATION-RELATED ACCOUNT SETTING impacts the collection, retention, and/or use of LOCATION INFORMATION by GOOGLE, including the precision and frequency of data collected, and whether each such setting applies across DEVICES linked to the same ACCOUNT;
- e. how and to what extent USERS are able to limit in GOOGLE ACCOUNTS the LOCATION INFORMATION GOOGLE collects or retains about the USERS, including the extent to which GOOGLE collects, retains, or uses LOCATION INFORMATION when LOCATION-RELATED ACCOUNT SETTINGS are disabled or paused;
- f. how USERS can find information about the state of their LOCATION-RELATED ACCOUNT SETTINGS and disable such settings;
- g. the purpose(s) for which GOOGLE collects or obtains LOCATION INFORMATION, including how LOCATION INFORMATION is used for advertising, research purposes, trends, and creating USER profiles;
- h. how and to what extent USERS can limit GOOGLE's uses of the LOCATION INFORMATION, including the fact that USERS cannot prevent the use of LOCATION INFORMATION in advertising by ADS PERSONALIZATION;
- i. GOOGLE's default retention period for each type of LOCATION INFORMATION and the reason(s) GOOGLE retains the LOCATION INFORMATION;
- j. how USERS can set auto-retention and deletion periods in GOOGLE ACCOUNTS for their LOCATION INFORMATION, including a link to the controls;

- k. how and to what extent LOCATION INFORMATION can be:
  - i. deleted by USERS,
  - ii. deleted at USERS' request, or
  - iii. automatically deleted by GOOGLE;

l. whether and what types of LOCATION INFORMATION are collected from USERS signed out of their ACCOUNTS, how that LOCATION INFORMATION is retained and/or used, and whether and how signed-out USERS can limit collection or delete this LOCATION INFORMATION;

m. USERS' ability to reset any pseudonymous IDs or obfuscated IDs that use LOCATION INFORMATION; and

n. hyperlinks to GOOGLE webpage(s) describing the extent to which LOCATION INFORMATION collected or stored by any LOCATION-RELATED ACCOUNT SETTING is pseudonymized, anonymized, or de-identified when deleted by a USER.

10. The LOCATION TECHNOLOGIES PAGE must be designed and presented in a CLEAR AND CONSPICUOUS disclosure.

11. GOOGLE must disclose as part of the opt-in flow for LOCATION HISTORY ways in which LOCATION INFORMATION previously stored in LOCATION HISTORY that has been de-identified or anonymized is used. The disclosure required in this paragraph must be CLEAR AND CONSPICUOUS and presented when USERS enable or are prompted to enable LOCATION HISTORY within their ACCOUNT Data & Privacy Page or while using a GOOGLE product.



12. When USERS enable or are prompted to enable a LOCATION-RELATED ACCOUNT SETTING while using a GOOGLE product, GOOGLE must present a CLEAR AND CONSPICUOUS disclosure that includes:

- a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and
- b. the following information concerning the LOCATION-RELATED

ACCOUNT SETTING:

- i. sources of the LOCATION INFORMATION for the LOCATION-RELATED ACCOUNT SETTING;

- ii. purposes for which the LOCATION-RELATED ACCOUNT SETTING collects, retains, and uses LOCATION INFORMATION;

- iii. retention of LOCATION INFORMATION stored with a USER's ACCOUNT when the LOCATION-RELATED ACCOUNT SETTING is enabled, and deletion controls available to USERS; and

- iv. whether the LOCATION-RELATED ACCOUNT SETTING collects LOCATION INFORMATION even when USERS are not using a specific GOOGLE service.

13. When USERS enable or are prompted to enable a LOCATION-RELATED ACCOUNT SETTING within their ACCOUNT Data & Privacy Page, GOOGLE must present a CLEAR AND CONSPICUOUS disclosure that includes:

- a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and
- b. the following information concerning the LOCATION-RELATED

ACCOUNT SETTING:

- i. sources of the LOCATION INFORMATION for the LOCATION-RELATED ACCOUNT SETTING;
- ii. purposes for which the LOCATION-RELATED ACCOUNT SETTING collects, retains, and uses LOCATION INFORMATION;
- iii. retention of LOCATION INFORMATION stored with a USER's ACCOUNT when the LOCATION-RELATED ACCOUNT SETTING is enabled, and deletion controls available to USERS; and
- iv. whether the LOCATION-RELATED ACCOUNT SETTING collects LOCATION INFORMATION even when USERS are not using a specific GOOGLE service.

14. GOOGLE must include the following in its ACCOUNT CREATION FLOW:

- a. CLEAR AND CONSPICUOUS disclosures regarding the collection, retention, and use of LOCATION INFORMATION, including but not limited to GPS, IP address, DEVICE sensor data, Wi-Fi data, and Bluetooth data, that the USER agrees to prior to creating an ACCOUNT;
- b. a hyperlink to the LOCATION TECHNOLOGIES PAGE;
- c. an additional dialogue advising USERS of LOCATION-RELATED ACCOUNT SETTINGS enabled by default, including WEB & APP ACTIVITY, and providing USERS with the option to disable the settings; and
- d. for WEB & APP ACTIVITY and any other LOCATION-RELATED ACCOUNT SETTING enabled by default, GOOGLE must disclose the same information described in paragraphs 12(b) and 13(b) above.

15. For the purposes of the disclosures in paragraphs 8, 9, 10, 11, 12, 13, and 14, the information reflected in this Agreement will be presented in a manner that the USER cannot avoid.

16. GOOGLE must notify USERS via email of any material changes to GOOGLE's Privacy Policy concerning the collection, use, and storage of LOCATION INFORMATION.

17. GOOGLE must include a hyperlink to the LOCATION TECHNOLOGIES PAGE in its Privacy Policy.

### **ACCOUNT CONTROLS**

18. GOOGLE must add the following language to the ACCOUNT Data & Privacy Page to help USERS identify LOCATION-RELATED ACCOUNT SETTING controls: "Location info is saved and used based on your settings. Learn more." GOOGLE must maintain the language required in this paragraph on the ACCOUNT Data & Privacy Page (or, should the name of the ACCOUNT Data & Privacy Page change, on the newly-named page that contains the same content).

19. GOOGLE must give USERS the ability to disable a LOCATION-RELATED ACCOUNT SETTING and delete the LOCATION INFORMATION stored by that setting in a single, continuous flow, i.e., without needing to navigate to a separate surface or page.

### **LIMITS ON DATA USE AND RETENTION**

20. GOOGLE will refrain from sharing a USER's PRECISE LOCATION INFORMATION with a third-party advertiser, absent EXPRESS AFFIRMATIVE CONSENT for sharing and use by that third party. GOOGLE's obligations under this paragraph will not restrict GOOGLE's ability to comply with federal, state, or local laws or regulations that require GOOGLE to follow particular processes when obtaining USER consent.

21. GOOGLE will automatically delete LOCATION INFORMATION derived from a DEVICE or from IP addresses in WEB & APP ACTIVITY within thirty (30) days of collection of such LOCATION INFORMATION.

22. GOOGLE will continue to automatically delete LOCATION HISTORY data for INACTIVE USERS within 180 days of the USER receiving an email notification that their data in LOCATION HISTORY will be deleted, unless USERS take steps to keep their data.

a. GOOGLE must send the email notification required by this paragraph within ninety (90) days of the USER becoming inactive.

b. For any USER who was an INACTIVE USER as of December 14, 2022, GOOGLE will send the email notification required by this paragraph within thirty (30) days of December 14, 2022.

23. Before materially changing how LOCATION HISTORY or WEB & APP ACTIVITY use PRECISE LOCATION INFORMATION after the EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.

24. Before materially changing how GOOGLE shares USERS' PRECISE LOCATION INFORMATION collected in LOCATION HISTORY or WEB & APP ACTIVITY after the EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.

25. All internal assessments in paragraphs 23 and 24 must be documented in writing within GOOGLE.

### **COMPLIANCE AND REPORTING REQUIREMENTS**

26. Within 180 days of the EFFECTIVE DATE, GOOGLE will prepare a report detailing GOOGLE's compliance with this Agreement (the "INITIAL COMPLIANCE REPORT"). The INITIAL COMPLIANCE REPORT must include all relevant implementation

date(s) as well as copies of the text of any required disclosures. Thereafter, GOOGLE will prepare an annual compliance report (the “ANNUAL COMPLIANCE REPORT”) starting one (1) year after the EFFECTIVE DATE and ending in December 2027. GOOGLE may fulfill its reporting obligations under this paragraph by providing a copy of the INITIAL COMPLIANCE REPORT and each ANNUAL COMPLIANCE REPORT to the Indiana Attorney General’s Office.

27. Google will not object to the Indiana Attorney General’s Office requesting the INDEPENDENT ASSESSOR’S REPORT from The Office of the Attorney General of the State of Nebraska, or to The Office of the Attorney General of the State of Nebraska providing the Indiana Attorney General’s Office with the INDEPENDENT ASSESSOR’S REPORT pursuant to such a request. Any INITIAL COMPLIANCE REPORT, ANNUAL COMPLIANCE REPORT, or INDEPENDENT ASSESSOR REPORT (collectively, the “REPORTS”) the Indiana Attorney General’s Office receives, either pursuant to paragraph 26 or otherwise, and all information contained therein, to the extent permitted by the laws of the State of Indiana will be treated by the Indiana Attorney General’s Office as confidential; will not be shared or disclosed and will be treated by the Indiana Attorney General’s Office as exempt from disclosure under the relevant public records laws of the Indiana Attorney General’s Office. In the event that the Indiana Attorney General’s Office receives any request from the public to inspect any of the REPORTS provided or other confidential documents under this Agreement and believes that such information is subject to disclosure under the relevant public records laws, the Indiana Attorney General’s Office agrees to provide GOOGLE with at least ten (10) days advance notice before producing the information, to the extent permitted by Indiana law (and with any required lesser advance notice), so that GOOGLE may take appropriate action to defend against the disclosure of such information. The notice under this paragraph shall be provided consistent with the notice requirements

contained in paragraph 49. Nothing contained in this paragraph will alter or limit the obligations of the Indiana Attorney General's Office that may be imposed by the relevant public records laws of the State of Indiana, or by order of any court, regarding the maintenance or disclosure of documents and information supplied to the Indiana Attorney General's Office except with respect to the obligation to notify GOOGLE of any potential disclosure.

#### **IV. MONETARY PAYMENT**

28. No later than sixty (60) days after execution of this Agreement, GOOGLE must pay a total of Twenty Million Dollars (\$20,000,000.00) to Indiana Attorney General, to be used for any purpose allowable under Indiana law ("Settlement Payment"). For purposes of IRS Form 1098-F, all payments shall be reported in Box 2 as "Amount to be paid for violation or potential violation." GOOGLE shall deliver the Settlement Payment via ACH transfer to the Indiana Attorney General to be used in accordance with applicable state laws. To effectuate these transfers, the State shall provide GOOGLE with an IRS Form W-9 and ACH instructions upon execution of this Agreement.

#### **V. RELEASE**

29. By execution of this Agreement, and following full payment by GOOGLE of the amount due under this Agreement, the State of Indiana releases and forever discharges GOOGLE and its past and present officers, directors, employees, agents, affiliates, parents, subsidiaries, operating companies, predecessors, assigns, and successors from all civil claims that the Indiana Attorney General could have brought under the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.* and any statutory or common law claims that the Indiana Attorney General could have brought arising out of or related to the COVERED CONDUCT up to and including the execution date of this Agreement, including Unknown Claims. "Unknown Claims" means any

and all claims released by the State of Indiana that the State of Indiana does not know or suspect to exist in their favor at the time of the release arising out of or related to the COVERED CONDUCT, which if known by the State of Indiana might have affected its decisions with respect to this Agreement.

30. Nothing contained in this Agreement will be construed to limit the ability of the Indiana Attorney General to enforce the obligations that GOOGLE has under this Agreement. Nothing in this Agreement will be construed to limit GOOGLE's ability to enforce the terms of the Agreement. Further, nothing in this Agreement will be construed to waive or limit any private rights of action.

31. Notwithstanding the releases in paragraph 29, or any other term of this Agreement, the following claims are specifically reserved and not released by this Agreement: (1) claims based on violations of state or federal antitrust laws; (2) criminal liability; and (3) claims that arise from GOOGLE's actions that take place after the date of execution of this Agreement.

32. No later than December 30, 2022, the State will file a Stipulation of Dismissal with Prejudice of the Action and an Order of Dismissal with Prejudice in the Superior Court of Marion County, State of Indiana, in the form attached as Exhibit 1.

## **VI. GENERAL PROVISIONS**

33. The Parties understand and agree that this Agreement will not be construed as an approval or sanction by the Indiana Attorney General of GOOGLE's business practices, nor will GOOGLE represent that this Agreement constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Indiana Attorney General to take any action in response to information submitted pursuant to this Agreement will not be

construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor will it preclude action thereon at a later date.

34. Nothing in this Agreement shall be construed as an admission by Google of the allegations in the Complaint.

35. Nothing in this Agreement will be construed to limit the authority or ability of the Indiana Attorney General to protect the interests of Indiana or the people of Indiana. This Agreement will not bar the Indiana Attorney General or any other governmental entity from enforcing laws, regulations, or rules against GOOGLE for conduct subsequent to or otherwise not covered by this Agreement. Further, nothing in this Agreement will be construed to limit the ability of the Indiana Attorney General to enforce the obligations that GOOGLE has under this Agreement.

36. Nothing in this Agreement will be construed as relieving GOOGLE of the obligation to comply with all federal, state, and local laws, regulations, and rules, nor will any of the provisions of this Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

37. Nothing in this Agreement will be construed to prevent GOOGLE from complying with laws, regulations, and rules of any State, the United States, or any other jurisdictions.

38. For five (5) years after entry of this Agreement, GOOGLE must provide the information contained in paragraphs 8 to 25 to all principals, officers, directors, and LLC managers and members and all employees, agents, and representatives who have supervisory responsibilities relating to paragraphs 8-25 of this Agreement. Delivery must occur within seven (7) days of entry of this Agreement for current personnel. For all others, delivery must occur before they assume their responsibilities.



39. For each individual to which GOOGLE delivered information contained in paragraphs 8 to 25, GOOGLE must obtain, within thirty (30) days, a signed and dated acknowledgement of receipt..

40. This Agreement may be executed by any number of counterparts and by different signatories on separate counterparts, each of which will constitute an original counterpart thereof and all of which together will constitute one and the same document. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they will constitute an original counterpart thereof.

41. This Agreement contains the complete agreement between the Parties. The Parties have made no promises, representations, or warranties other than what is contained in this Agreement. This Agreement supersedes any prior oral or written communications, discussions, or understandings.

42. For purposes of construing the Agreement, this Agreement will be deemed to have been drafted by all Parties.

43. This Agreement is entered into voluntarily and solely for the purpose of resolving the claims and causes of action against GOOGLE. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

44. GOOGLE will not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Agreement or for any other purpose that would otherwise circumvent any term of this Agreement. GOOGLE will not knowingly cause, permit, or encourage any other persons or entities acting on its behalf, to engage in practices prohibited by this Agreement.

45. The Parties agree that this Agreement does not entitle them to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and GOOGLE further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

46. This Agreement will not be construed to waive any claims of sovereign immunity the State of Indiana may have in any action or proceeding.

47. If any portion of this Agreement is held invalid or unenforceable, the remaining terms of this Agreement will not be affected and will remain in full force and effect.

48. After the EFFECTIVE DATE, GOOGLE shall maintain records required to demonstrate its compliance with paragraphs 8 through 25, and 38 and 39 of this Agreement for a period of not less than five (5) years.

49. Except as otherwise provided herein, any notice or other documents to be sent to the Parties or either Party pursuant to this Agreement shall be sent by e-mail and United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provide for tracking services and identification of the person signing for the documents and electronic mail. The notices and/or documents shall be sent to the following addresses:

For the Indiana Attorney General:

Douglas S. Swetnam & Jennifer M. Van Dame  
Data Privacy & Identity Theft Unit  
Office of Attorney General Todd Rokita  
302 West Washington Street  
IGCS – 5th Floor  
Indianapolis, IN 46204  
p: (317) 232-6294  
douglas.swetnam@atg.in.gov  
jennifer.vandame@atg.in.gov

For Google:

Cynthia Pantazis  
Director, State Policy  
Google LLC  
25 Massachusetts Avenue, NW  
Washington, DC 20001  
PH: (202) 346-1328  
cpantazis@google.com

Benedict Y. Hur  
Simona Agnolucci  
Willkie Farr & Gallagher LLP  
One Front Street, 34<sup>th</sup> Floor  
San Francisco, CA 94111  
PH: (415) 858-7400  
bhur@willkie.com  
sagnolucci@willkie.com

Wendy Huang Waszmer  
Wilson Sonsini Goodrich & Rosati, PC  
1301 Avenue of the Americas - 40th Floor  
New York, New York 10019  
PH: (212) 497-7702  
wwaszmer@wsgr.com


50. If the State of Indiana has reason to believe that GOOGLE has failed to comply with any of paragraphs 8 through 25 of this Agreement, and if in the State's sole discretion the failure to comply does not threaten the health or safety of citizens, the State of Indiana will notify GOOGLE of such failure to comply and GOOGLE will have thirty (30) days from receipt of such notice to provide a good faith written response, including either a statement that GOOGLE believes it is in full compliance, or otherwise a statement explaining how the violation occurred, whether it was inadvertent, and how GOOGLE remediated or will remediate the violation. The State of Indiana may agree to provide GOOGLE more than thirty (30) days to respond. During the thirty (30) day period, the Indiana Attorney General shall engage in good faith discussions with

GOOGLE before taking any enforcement action, in an attempt to resolve any alleged non-compliance.

51. Subject to the meet-and-confer provision in paragraph 43, the parties agree that this Agreement is a valid, binding, and enforceable agreement and that any dispute or other enforcement action relating to this Agreement will be resolved by a state court in the State of Indiana. This paragraph will not be construed to waive any jurisdictional or other defense GOOGLE may assert with regard to any other matter, nor will this paragraph be construed to waive any non-jurisdictional response or objection either Party has in connection with a dispute relating to this Agreement.

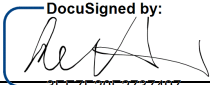
APPROVED:

**TODD ROKITA, ATTORNEY GENERAL, STATE OF INDIANA**

By:  Date: \_\_\_\_\_  
JENNIFER M. VAN DAME  
Deputy Attorney General, Data Privacy and Identity Theft Unit

Office of the Attorney General  
302 West Washington Street  
IGCS-5th Floor  
Indianapolis, IN 46204  
Phone: (317) 232-0486  
jennifer.vandame@atg.in.gov

**GOOGLE, LLC**

By:  Date: \_\_\_\_\_  
LEE-ANNE MULHOLLAND  
Vice President, Alphabet, Regulatory Response, Investigations  
& Strategy