

## STIPULATION

Whereas, the Connecticut Commissioner of Consumer Protection and his authorized designee, the Connecticut Attorney General, have sought via Civil Investigative Demand ("CID"), among other things, the production of WiFi payload data- as that term is defined herein- collected within the State of Connecticut (the "State") by Google Inc. (collectively, the "Parties");

Whereas, Google Inc. has objected to such production;

Whereas, the State of Connecticut is joined by other states in the investigation of this matter;

and

Whereas, in the interest of avoiding litigation, the parties agree and make the following stipulation:

### **General Principles**

1. The parties agree that this Stipulation and any evidence of conduct or statements made in compromise negotiations are governed by the State's Code of Evidence Rule 4-8;
2. The Parties further agree that nothing herein shall prevent the State from publishing this Stipulation or publicizing or otherwise publicly commenting on it;
3. Except for the aforementioned publication of or public comments on this Stipulation, nothing herein shall constitute a waiver by Google of its ability to assert any rights of confidentiality or other protections afforded by the State's Freedom of Information Act or other applicable statutes;
4. Upon execution of this Stipulation, the State agrees to refrain from enforcing the CID. The State's agreement to refrain from enforcing the CID, is contingent upon a final resolution of the State's investigation;
5. The parties agree that the State reserves and shall have the right to seek enforcement of the CID and compliance therewith should the State's negotiations with Google not result in an agreed upon, written and final resolution of the State's investigation;
6. The parties agree that Google reserves and shall have the right to object to the enforcement of the CID and compliance therewith should Google's negotiations with the State not result in an agreed upon, written and final resolution of the State's investigation;

7. All rights and objections are preserved should any party violate the terms of the stipulation;

### **Google's Representations**

8. Google outfitted its Street View cars with commercially available antennae and freely available, open-source software called Kismet, between 2008 to May 2010, to drive down public streets and collect WiFi network identification information for use in offering "location aware" services;
9. In addition to the network identification information, Google also passively collected and stored Data Frames broadcast over unencrypted WiFi networks if the network was broadcasting as the Street View car drove by;
10. By cycling through WiFi channels five times per second, the software limited any single data-acquisition event to two-tenths of one second. The low bit rate for transmission of such Data Frames, as well as the variable speed and direction of the vehicles, further resulted in limited, episodic collection of Data Frames;
11. Data Frames collected under the 802.11 standard consist of a header containing network identifying information (such as a MAC Address or SSID) and a body that may contain any information being transmitted over the network (the "payload" data);
12. The payload data may include URLs of requested Web pages, partial or complete email communications, or any other information, including any confidential or private information being transmitted to or from the network user;
13. Notwithstanding the variables affecting the collection of Data Frames, Google understands from investigations conducted by foreign regulators that in some cases, a full email, complete email address, URLs, or other private information was collected;
14. It is assumed, and Google does not dispute, solely for purposes of the State's investigation and settlement negotiations related thereto, that the payload data in the United States, including Connecticut, contains URLs of requested Web pages, partial or complete email communications, or any other information, including any confidential or private information the network user was transmitting or receiving over the unsecured network while a Street View car was within range;
15. It is assumed, and Google does not dispute, solely for purposes of the State's investigation and settlement negotiations related thereto, that each day its Street View

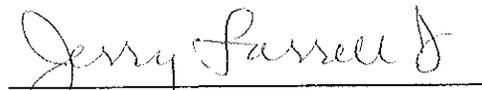
cars outfitted with operational WiFi antennae drove down public streets in the United States, including Connecticut, it collected payload data;

16. The payload data collected was stored in binary, machine-readable form, and remained unparsed by Google;
17. The payload data was not used in any product or service, nor has the payload data collected in the United States been disclosed to any third party (the only disclosures of payload data were of non-U.S. payload data to those foreign regulators already disclosed); and
18. Google has maintained the payload data it collected in a secure manner.

STIPULATED AND AGREED this date: January 28, 2011

Signatures:

State of Connecticut,  
Department of Consumer Protection



Jerry Farrell, Jr.  
Commissioner of Consumer Protection

Google Inc.



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