

TERM OF COOPERATION

SAFERNET BRASIL, non-profit public interest non-governmental organization dedicated to human rights protection on the information society, without any political, religious or racial engagement, duly registered in the National Registry of Legal Entities of the Ministry of Finance (CNPJ/MF), under number 07.837.984/0001-09, established in the city of Salvador, BA, Rua Agnelo Britto, 110 – Edificio 20, sala 402 – Garibaldi, herein represented, as set forth in the association's bylaws, by its founder and President, Mr. THIAGO TAVARES NUNES DE OLIVEIRA, Brazilian, single, university professor, Identity Number RG 12.050.976-86 – SSP/BA, Tax Identification Number 776.857.765-53, hereinafter called SAFERNET, and

GOOGLE BRASIL INTERNET LTDA., a Brazilian legal person under private law, duly registered in the National Registry of Legal Entities of the Ministry of Finance (CNPJ/MF), under number 06.990.590/0001-23, sited at Avenida Brigadeiro Faria Lima, 3900 – 5.° andar – Itaim Bibi, São Paulo, herein represented, under the terms of its articles of organization, by its CEO, Mr. ALEXANDRE GUILLERMO HERNAN NOGUEIRA HOHAGEN, Brazilian, business administrator, married, ID 18.153.233 – SSP/SP, Tax Identification Number number 101.768.338-70, hereinafter called GOOGLE,

HEREBY AGREE to the present TERM OF COOPERATION, as follows:

CLAUSE 1 – OBJECT

The aim of the present TERM is the cooperation between the parties to:

- a) allow SAFERNET to report to GOOGLE any information concerning cyber crimes committed in Brazil and involving Brazilian users of ORKUT;
- b) allow GOOGLE to review and immediately forward to SAFERNET any reports of the cyber crimes referred to in item "a" above, together with other specific information, under the terms of a protocol mutually agreed upon;
- c) establish meetings between SAFERNET and GOOGLE every two months to discuss matters related to the implementation of the process referred to in items "a" and "b" above.

SOLE PARAGRAPH: For the purposes of this clause, the expression "child pornography and pedophilia" is defined as the conducts described in article 241 of Federal Act n.° 8.069/90 and article 2, item "c" of the Facultative Protocol to the Convention on the Rights of the Child regarding the Sale of Children, Child Prostitution and Child Pornography, adopted in New York, on May 25, 2000 and ratified by Brazil in Decree n.° 5007, of March 8, 2004.

CLAUSE 2 – REPORTING PROCEDURES

To facilitate the cooperation between the parties in regard to alleged cyber crimes involving child pornography and pedophilia, GOOGLE agrees to make available, as of July 1, 2008, an online procedure to allow SAFERNET to send GOOGLE a daily list of up to 500 URLs (Uniform Resource Locator), received from its reporting channel, about which GOOGLE:

i) must confirm if child pornography or pedophilia was identified among the URLs submitted and the respective status of removal.

GOOGLE hereby declares that remittance of information on possible child pornography in its services will be done exclusively to cooperate with public authorities to identify the agents of the offense. Therefore, GOOGLE's appraisal of any contents which may allegedly contain child pornography will be done in good faith and will not express any value judgment on the contents reported.

SAFERNET may voluntarily utilize the information provided to aide the Office of the General Prosecutor in São Paulo, the Federal Police, or any other public authority invested with legal powers to investigate and obtain the necessary information to file actions against those responsible for the inclusion of such contents.

- ii) For the cases not included in item (i) above, GOOGLE must confirm the status of removal.
- iii) For the occurrences provided for in items (i) and (ii) whose contents have been removed by GOOGLE, the existing information on users and contents must be retained and made available in the URL sent, for a period of 180 days from the date on which GOOGLE received the request from SAFERNET. Such contents shall be made available to the Brazilian authorities by means of a judicial order.

PARAGRAPH 1. GOOGLE shall create a security center for Orkut users, which must contain the information referred to in paragraph 2 below. In addition, GOOGLE shall facilitate the dissemination of the activities of licensed NGOs whose aim is to raise the awareness of Brazilian users on the ethical and non-criminal use of the internet by means of the "Google Grants" program. This program offers such NGOs free publicity service due to the use of the Google AdWords tool. By using keywords selected by licensed NGOs, users will be able to see sponsored links which will in turn direct them to the websites of the NGOs.

PARAGRAPH 2. GOOGLE must also ensure the promotion and maintenance of a link containing information for Brazilian users about the activities of SAFERNET and other NGOs with similar purposes. Such link shall be located on the security center page of Orkut, under "Outros recursos de segurança" (Other security resources). Additionally, the parties agree to give publicity to the present cooperation agreement by writing a joint document, mutually agreed upon.

CLAUSE 3. PERMANENT DIALOGUE AND ADDITIONAL TOOLS

As of September 1, 2008, GOOGLE and SAFERNET shall meet every two months to discuss matters related to the implementation and continuity of the measures provided for in the present agreement, in dates mutually agreed upon. Additionally, the parties shall remain in contact as necessary to discuss the coordination of efforts to implement the process described in Clause 2 above, as well as the tools provided for in the paragraphs below.

PARAGRAPH 1. The parties agree to cooperate in good faith for the development of the following additional tools:

- a) a tool related to the process provided for in Clause 3, "b" of the Term of Mutual Operational, Scientific and Technical Cooperation, signed by SAFERNET and the São Paulo Office of the General Prosecutor (MPF/SP) on March 29, 2006, to allow the automation of the following activities:
 - 1. receipt and treatment by SAFERNET of the answers given by GOOGLE in regard to the URLs;
 - 2. crosscheck of each URL in the daily list with the SAFERNET databank;
 - 3. issuance of the "report" in a format previously approved by SAFERNET and MPF, whose template must be sent to GOOGLE to allow for the development of the tool.
- b) a tool to produce statistics that will generate quantitative and qualitative, as well as temporal and relational indicators, based on the information available on the SAFERNET databank and related to the URL daily list as to allow for enforcement verification of the "Termo de Ajustamento de Conduta" – TAC (Term of Adjustment of Conduct) signed by GOOGLE and MPF/SP.

PARAGRAPH 2. The parties hereby agree that GOOGLE will develop the above tools, in accordance with the technical specifications for their structure and functioning, as per the previous paragraph as well as SAFERNET and MPF/SP security policies, with the assurance that:

- a) only MPF, Federal Police and SAFERNET experts will be allowed to access and handle the SAFERNET databank;
- b) the tools created to access the SAFERNET databank must be developed utilizing an open code and must have a free license, to be specified, so as to allow for the auditing of the code source and exempt SAFERNET and MPF of liabilities related to copyright and/or industrial property rights.

PARAGRAPH 3. For the purposes of discussing the specifications, the development and the implementation of the tools described in items "a" and "b" of Paragraph 1 above, the technical staff of both GOOGLE and SAFERNET hereby agree to meet periodically, preferably using videoconference, to be funded by GOOGLE; or to meet in Salvador/BA, where SAFERNET main office is located. In the event of the need to meet in São Paulo, GOOGLE must fund air tickets and accommodations for two SAFERNET experts, who shall provide a detailed report along with receipts of the expenses in which they incurred.

PARAGRAPH 4. GOOGLE hereby agrees to allocate forty weekly hours of a software engineer and two development analysts for an initial period of ninety days. The first thirty days shall be used for a joint definition of the technical specifications. The subsequent sixty days shall be utilized for the development of the tools.

PARAGRAPH 5. In view of the difficulty to set a deadline for the development of the tools due to a lack of technical specifications at this time, the parties hereby agree that the initial 90-day period may be extended for another 90 days, provided that there are technical and logistical reasons for that.

PARAGRAPH 6. In view of Clause 4, "a", of the Term of Adjustment of Conduct (TAC), there will be a need for two WEB/Database Servers (Dell PowerEdge Server PE2900 – Class Fam – 9629 or similar). GOOGLE hereby agrees to make such equipment available to SAFERNET within thirty days of the signing of the present agreement, with the assurance that its installation will depend on the availability of the equipment. The parties hereby agree that the servers will be allocated in a data center indicated by SAFERNET, to be chosen among those maintained by the Federal University of Bahia (UFBA) or the Managing Internet Committee in Brazil (CGi.br), provided that approval is granted by MPF/SP, by means of a contract of gratuitous loan (commodate).

PARAGRAPH 7. GOOGLE and SAFERNET hereby agree that Clause 3 and its paragraphs correspond to the implementation of Clause 4, Sole Paragraph, of the Term of Adjustment of Conduct (TAC), signed by GOOGLE and MPF/SP, where SAFERNET appears as the consenting party.

CLAUSE 4. SECRECY

SAFERNET is not allowed to publicize, directly or indirectly, or utilize indicators or statistics generated from the answers provided by GOOGLE or its proprietary information, resulting from the implementation of the process referred to in item "b" of CLAUSE 1 for any entity other than MPF or the Federal Police, except in the event of a petition or a judicial order by any other public authority holding legal power to carry out an investigation.

SOLE PARAGRAPH. GOOGLE hereby agrees that all data and information generated or stored in a SAFERNET databank, originating from or collected as a result of its interaction with the public belong to SAFERNET. SAFERNET may utilize them according to its needs and interests, which include the generation and publication of indicators and statistics of public interest.

CLAUSE 5. CASES NOT PROVIDED FOR AND ALTERATIONS

The cases not provided for in this term shall be settled upon agreement between the parties. However, any change, renovation or complementation to this term must be done in writing, so as to be incorporated herein, after the resulting text is signed by the legal representative of each party.

CLAUSE 6. UNMOTIVATED RESCISSION AND RESCISSION DUE TO NON COMPLIANCE

This agreement may be rescinded by means of a notice to be sent ninety days prior to the rescission. The rescission provided for above shall not be considered as non compliance to the agreement and shall be timely reported to the Office of the General Prosecutor in São Paulo.

PARAGRAPH 1. Any of the parties may rescind this term in the event that the other party fails to comply with its terms and conditions and does not remediate it within thirty days from receipt of the notice sent by the aggrieved party. The notice on the alleged non compliance must be delivered at the address given in this term either by fax or registered letter containing evidence of receipt.

CLAUSE 7. EFFECTIVENESS

The parties hereby agree that the present TERM shall be in effect for the same period as the TAC signed between GOOGLE and MPF/SP, where SAFERNET appears as the consenting party.

CLAUSE 8. NOTICE TO THE OFFICE OF THE GENERAL PROSECUTOR IN SÃO PAULO

The parties hereby agree to inform the Office of the General Prosecutor in the State of São Paulo of the signing and implementation of the present term.

CLAUSE 9. OPERATION AND TRANSPARENCY

The parties hereby agree that the technical difficulties inherent to all technological innovations should not be considered as a violation to this TERM. In the event of any such difficulties, the parties must work together to address them as expeditiously as possible.

Except where expressly provided for, the signing of this agreement will not include any transfer of funds or financial support whatsoever from GOOGLE to SAFERNET. The parties hereby voluntarily agree to keep MPF/SP informed of the fulfillment of the present agreement.

CLAUSE 10. GENERAL PROVISIONS

A possible cancellation, annulment or non execution of any provisions in this agreement will not affect the remaining provisions, which shall continue to be valid and executable. The abstention of any of the parties from exercising a right or power, utilizing a resource or faculty shall not constitute a novation. Neither shall a tolerance in the delay of fulfilling any obligations by any of the parties constitute a novation. Such abstention or tolerance shall not prevent any of the parties from, at its own judgment, exercising any such rights or powers, or utilizing any such resources or faculties at any time. The present TERM represents a definitive agreement between the parties, thereby not admitting any other oral, written, or tacit agreements. The present TERM is binding to the parties and their successors on any account. The rights and liabilities provided for in this TERM may not be conceded or transferred to any third parties by any of the binding parties without prior The parties shall remain, for all legal effects, independent and written consent. autonomous, without any bind as an association, mediating agency, representation, joint venture, societal relation, or complementary, joint or several liability. The parties are hereby bound exclusively for the purposes and effects of the present TERM.

CLAUSE 11. SOLUTION OF CONTROVERSIES

In the event of non compliance and prior to filing any judicial procedures in regard to this TERM, the parties must inform each other by fax or registered letter with proof of receipt, in addition to an email notice.

The subject line of the correspondence in question should read: COMMUNICATION REGARDING CLAUSE 11. The party that receives the communication must reply within seven working days, either clarifying or rectifying the situation. The time frame previously referred to shall be automatically extended, in the event of a holiday in Brazil or the United States.

In accordance to the provisions of Clause 9, the parties hereby agree that technical difficulties will not constitute substantial non-compliance. The parties, in good faith, shall concentrate efforts to address the difficulties previously referred to and to establish a productive dialogue to overcome them.

To settle any issues arising from this agreement, the court jurisdiction of São Paulo is hereby elected as the exclusive venue.

Intending to be legally bound, the parties have signed three copies of this TERM OF COOPERATION, equal in content and form, in the presence of the witnesses signed below, for all legal and juridical purposes.

Brazilian Senate, Brasilia, July 2, 2008.

THIAGO TAVARES NUNES DE OLIVEIRA

SAFERNET BRASIL

ALEXANDRE GUILLERMO HERNAN NOGUEIRA HOHAGEN GOOGLE BRASIL INTERNET LTDA.

WITNESSES:

Senator Demosthenes Tores (PSDB-MG)

Senator Magno Malta (PR-ES)

Senator Romeu Tuma (PDT-SP)

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