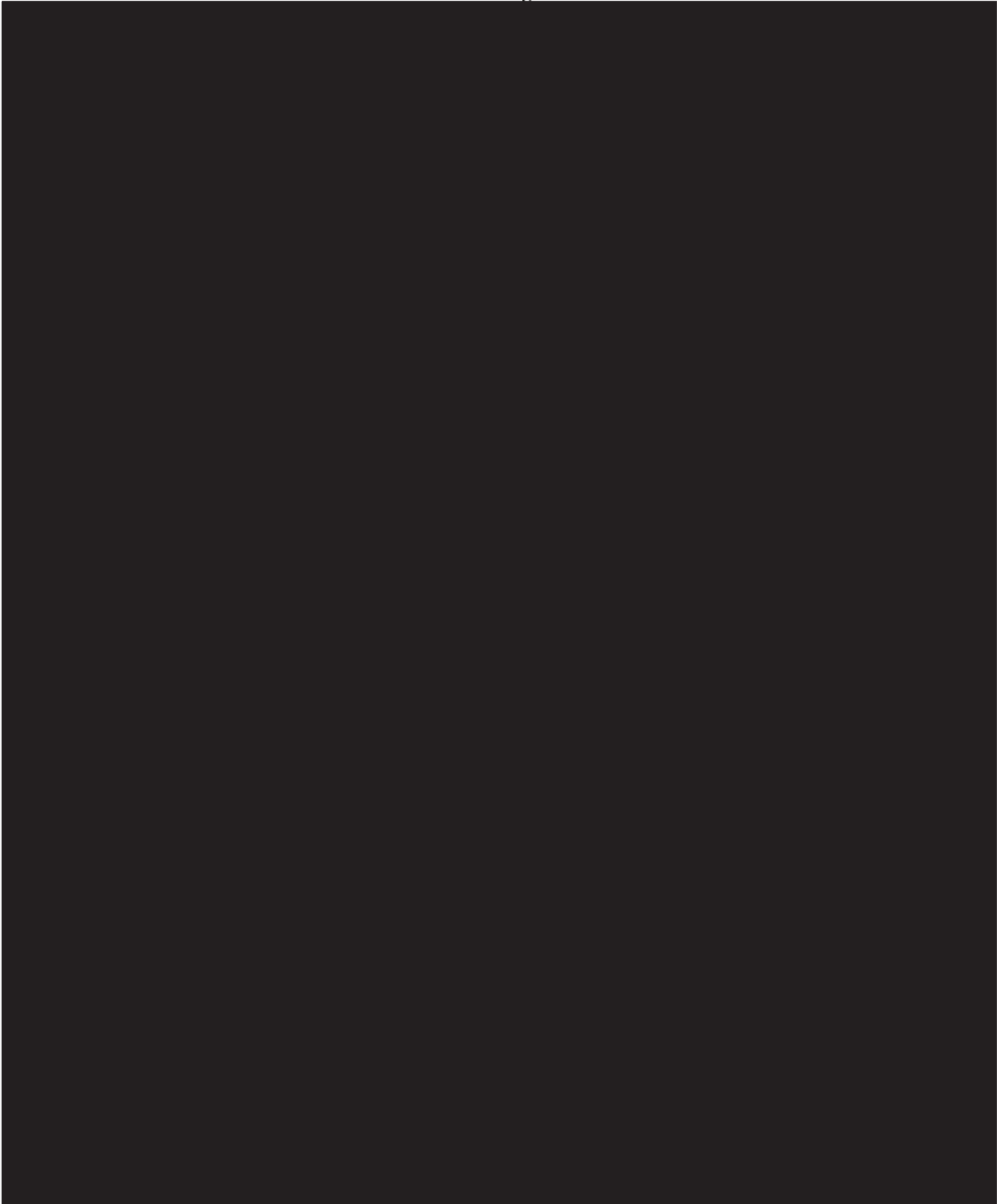
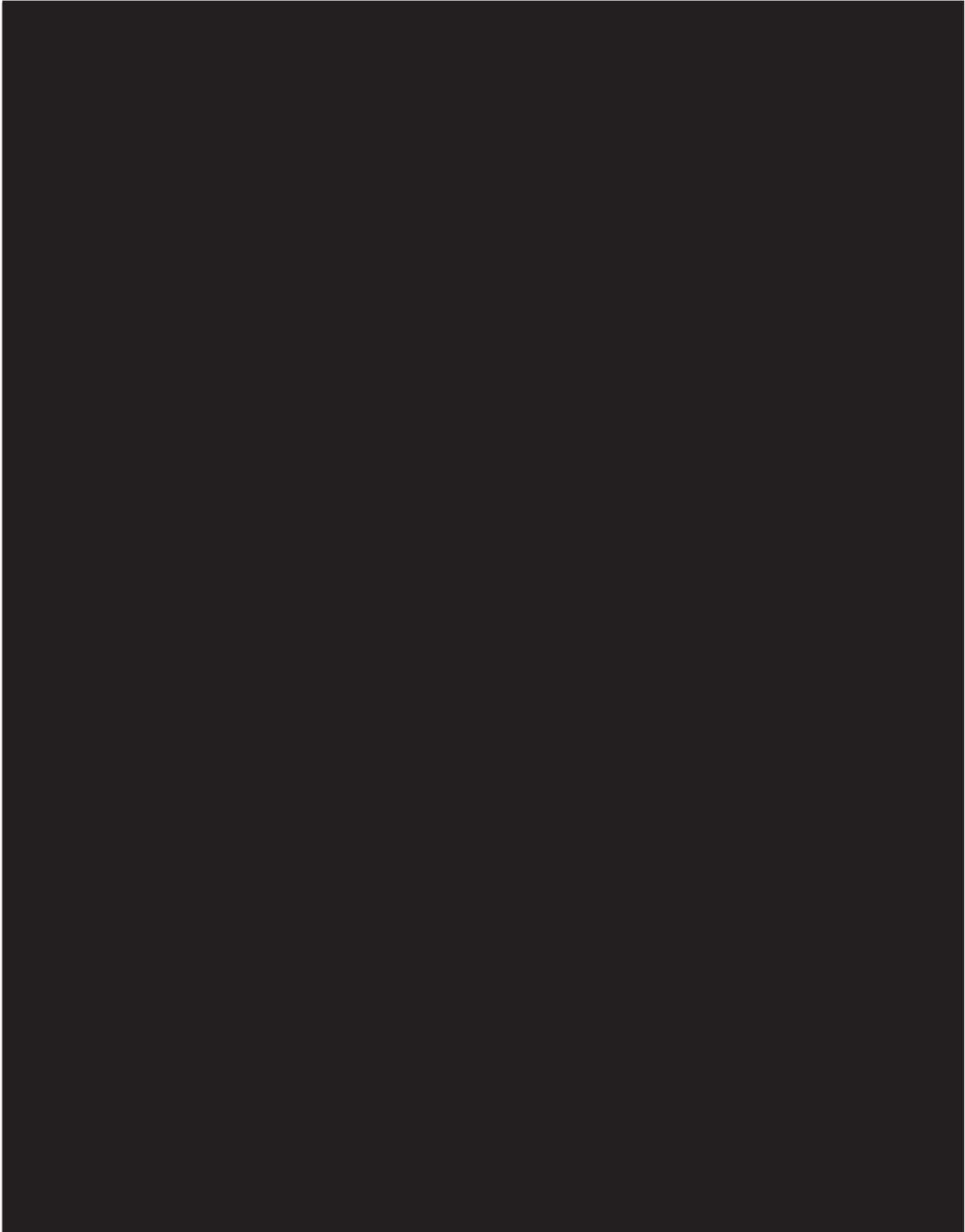


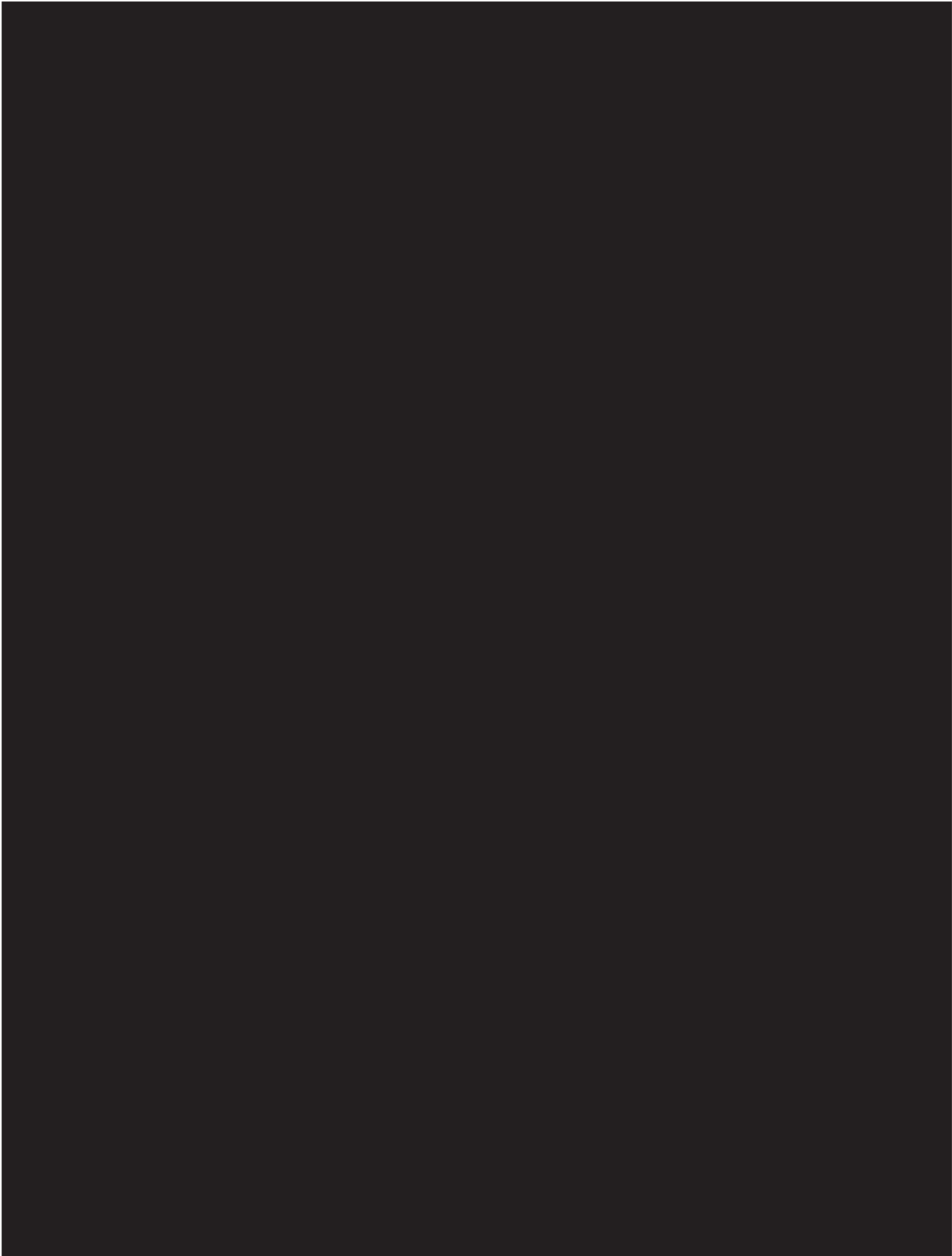
Settlement Agreement













6.2. Dispute Resolution.



6.2.1. *Executive Sponsor Dispute Resolution.* Any Resolution Committee Dispute between the Parties and/or their respective Affiliates, whether arising under this Agreement or otherwise, will first be escalated to the Executive Sponsors by the Party raising the Resolution Committee Dispute by providing written notice to the other Party's Executive Sponsor setting forth the details of the Resolution Committee Dispute and any proposed solution or compromise. As soon as reasonably possible following receipt of such notice, the Executive Sponsors will discuss such issue. The Executive Sponsors will discuss in good faith and attempt to find a resolution to the Resolution Committee Dispute for 30 days from the date of receipt of such notice of the Resolution Committee Dispute by one Party to the other Party, unless a longer time period is agreed to by the Parties in writing. All discussions of the Executive Sponsors are presumed to be confidential settlement discussions pursuant to FRE 408 and state law equivalents.

6.2.2. *Resolution Committee Dispute Resolution.* If the Executive Sponsors are unable to resolve such Resolution Committee Dispute within 30 days of the Resolution Committee Dispute being escalated to the Executive Sponsors, then either Party may provide written notice to the other Party of its escalation of the Resolution Committee Dispute from the Executive Sponsors to (i) the Chief Executive Officer, and President and Chief Legal Officer of Microsoft, and (ii) the Chief Executive Officer, and Senior Vice President and General Counsel of Google, and successors thereto, respectively (such persons collectively, the "**Resolution Committee**"). As soon as reasonably possible following receipt of such notice, the Resolution Committee will discuss such issue. The Resolution Committee will discuss in good faith and attempt to find a resolution to the Resolution Committee Dispute for 30 calendar days from the date of receipt of such notice of the Resolution Committee Dispute being escalated to the Resolution Committee, unless a longer time period is agreed to by the Parties in writing. All discussions of the Resolution Committee are presumed to be confidential settlement discussions pursuant to FRE 408 and state law equivalents.

6.2.3. *Adjudicatory Rights.* If the Resolution Committee is unable to resolve such Resolution Committee Dispute within 30 calendar days and such Resolution Committee Dispute is also an Arbitration Dispute, or if the Resolution Committee is unable to resolve a dispute about an alleged material breach of this Agreement by the time periods set forth in Section 5, then either Party will have the right following such period of time to initiate arbitration proceedings as contemplated in Section 6.3 below by providing notice to the other Party of its desire to arbitrate such Arbitration Dispute (such notice, an "**Arbitration Notice**") in accordance with the procedures set forth in R-4 of the AAA Commercial Arbitration Rules; provided, however, that the Party initiating the arbitration must provide the other Party with notice of its intent to initiate arbitration two Business Days prior to providing an Arbitration Notice. If the Resolution Committee Dispute is not an Arbitration Dispute, then the Parties and their Affiliates will have the rights contemplated in Section 6.4 below.

6.2.4. *Exhaustion of Dispute Resolution.* Neither Party nor their Affiliates will have the right to initiate any regulatory investigation or proceeding, legal claim or arbitration against the other Party or their Affiliates, until the Parties have exhausted the escalation and time periods contemplated in this Section 6.2, or those in Section 5.

