EXHIBIT A
PROGRAMMATIC RELIEF

I.   DEFINITIONS

As used in the Agreement and this Exhibit, the following terms shall have the meanings specified below. The singular includes the plural and vice versa.

A.   "**Ad Creation Flows**" means interfaces through which users may create paid advertisements for publication on Facebook, Instagram, Messenger, and/or Audience Network, including but not limited to Ads Manager and boosted posts from Facebook Pages.

B.   "**Audience Selection Tools**" means tools that exist on or before the Effective Date and during the Term of the Agreement by which advertisers select the potential audience for advertisements in Ad Creation Flows.

C.   "**Classifiers**" means automated processes in Ad Creation Flows to identify potential HEC Ads. Classifiers use complex machine learning technology that will result in both false positives and false negatives.

D.   "**Credit Advertisement**" means an advertisement that is covered by the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.* ("ECOA"), *i.e.*, an advertisement offering a specific credit opportunity. Credit Advertisements include advertisements that link or direct users to a page offering such specific credit opportunities.

E.   "**Effective Date**" means the date the Agreement is last executed by any Party.

F.   "**Employment Advertisement**" means an advertisement that is covered by Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* ("Title VII"), or the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.* ("ADEA"), *i.e.*, an advertisement offering a specific employment opportunity. Employment Advertisements include advertisements that link or direct users to a page offering such specific employment opportunities.

G.   "**Housing Advertisement**" means an advertisement that is covered by the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* ("FHA"), *i.e.*, an advertisement offering a specific opportunity to rent, lease, sell, hold, convey, transfer, or buy residential real property, and/or offering a specific real-estate related transaction such as a residential mortgage, homeowner's insurance, or home appraisal services. Housing Advertisements include advertisements that link or direct users to a page offering such specific housing opportunities and/or real-estate related transactions.

H.   "**HEC Advertisements**" means Housing Advertisements, Employment Advertisements, and Credit Advertisements that are identified as set forth in this Agreement.

I.   "**HEC Flow**" means an interface in Ads Manager through which advertisers may create HEC Advertisements using the limited audience selection tools set forth in this Exhibit.

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J.   "**HEC Flow Implementation Date**" means the date on which advertisers will be required to create HEC Advertisements through the HEC Flow.

K.   "**Lookalike Audience**" means a tool in Ads Manager that allows advertisers to create audiences with commonalities to a group of users, such as the advertisers' current customers, visitors to their websites or people who like their Facebook pages.

L.   "**Protected Classes**" means race, color, ethnicity, national origin, ancestry, sex, gender, age, familial status, caregiver status, religion, disability, sexual orientation, gender identity, military/veteran status or service, marital status, partnership status, citizenship, immigration status, lawful source of income, medical condition, genetic information, political affiliation, matriculation, personal appearance, place of residence or business (defined as the specific geographical location of home or work which does not preclude the location targeting options described below in Section III.A.1) and/or status as a victim of domestic violence, stalking or sex offenses. For Housing Advertisements, Protected Classes also include lawful occupation.

M.   "**Term of Agreement**" means the period that is three (3) years from the HEC Flow Implementation Date.

N.   **"Targeting"** means the use of Audience Selection Tools by advertisers to include or exclude users in a potential audience for paid advertisements.

II.   IDENTIFICATION OF HEC ADVERTISEMENTS

A.   **Overview**. In Ad Creation Flows, in conjunction with implementing limitations on audience selection tools in accordance with Section III below, HEC Advertisements will be identified in one of two ways as described in this Section.

B.   **Identification by Advertisers**. Facebook will implement processes to ask advertisers to indicate whether they are placing an HEC Advertisement before the advertisers select the audiences for their advertisements.

C.   **Identification by Facebook**. Facebook will implement processes to identify HEC Advertisements, automatically and/or through human review prior to the point at which Facebook approves any advertisements for publication.

1.   Accuracy. Facebook will engage in commercially reasonable efforts to improve the accuracy of the Classifiers, *e.g.*, analyzing false positives and false negatives.

2.   Right of Appeal. If an advertiser demonstrates to Facebook's satisfaction that an advertisement identified by Classifiers is not an HEC Advertisement, Facebook will permit the advertiser to create that advertisement outside of the HEC Flow.

3.   Failure to Identify. If advertisers repeatedly fail to indicate they are placing HEC Advertisements when asked to do so by Facebook, Facebook will take appropriate responsive action under its current policies.

III. LIMITED AUDIENCE SELECTION TOOLS FOR HEC ADVERTISEMENTS

A. **Ads Manager**. On or before September 30, 2019, Facebook will implement the HEC Flow in Ads Manager with modified audience selection tools as described below.

1. <u>Location</u>:

   (a) No targeting by zip code will be available.

   (b) Targeting by city or town will cover at least a 15-mile radius around the center of the city or town.

   (c) Targeting by address or pin drop will cover at least a 15-mile radius around the address or pin drop.

   (d) For Housing Advertisements, the Parties agree that the 15-mile radius may be adjusted up or down upon written agreement between the Parties based on facts showing that it is either irrelevant or ineffective to address concerns about perpetuating racial segregation.

2. <u>Age</u>: No profile age targeting options will be available.

3. <u>Gender</u>: No profile gender targeting options will be available.

4. <u>Detailed Targeting (Demographics, Interests, or Behaviors)</u>: Targeting options will be modified as follows:

   (a) No targeting options that Facebook determines are direct descriptors of, or semantically or conceptually related to, a person or group of people based on Protected Classes will be available. "Direct Descriptors" means targeting options whose names directly describe persons in Protected Classes. "Semantically or Conceptually Related To" means targeting options whose names appear to be associated with a Protected Classes or persons in a Protected Classes.

   (b) Upon its initial launch, the HEC Flow will include targeting options that Facebook and Plaintiffs determine comply with the standards in Section III.A.4 above. Targeting options will only be available to advertisers as an option for including users.

   (c) During the Term of the Agreement, targeting options that comply with the standards in Section III.A.4.(a) above may be added to the HEC Flow from time to time. Facebook will provide such targeting options to Plaintiffs, who will be given a reasonable opportunity to review and notify Facebook of any objections before the targeting options are added to the HEC Flow.

   (d) Targeting options may be different as between Housing Advertisements, Employment Advertisements, and Credit Advertisements.

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5.   Lookalike Audience ("LAL"): In the HEC Flow, LAL tool and marketing will be modified as follows:

(a)   LAL tool may consider the following user profile fields: country, region, profession and field of study. LAL tool will not consider the following user profile fields: age, gender, relationship status, religious views, school, political views, interested in, or zip code.

(b)   LAL tool may consider user behavior (e.g., ads, apps, pages, pixels), except with Facebook Groups.

(c)   LAL tool will be renamed so that it does not refer to finding users who "look like" users provided by advertisers to Facebook to create LAL audiences.

(d)   LAL marketing will not use human models.

B.   **Other Ad Creation Flows**. On or before December 31, 2019, Facebook will implement audience selections tools at least as restrictive as those in the HEC Flow for all remaining Ad Creation Flows, e.g., Facebook's Marketing API.

C.   **Scope**. The Parties acknowledge and agree that nothing in this Agreement will prevent Facebook from making changes to its products, services, or written policies (including, without limitation, its terms of use and data policy) that Facebook deems appropriate in conducting its business, provided that such changes are not inconsistent with the terms of this Agreement.

IV.   HOUSING SEARCH PORTAL

A.   On or before December 31, 2019, Facebook will make available an interface that allows users to search and view current Housing Advertisements by advertiser or by location targeting options chosen by the advertiser. Users will be able to view Housing Advertisements placed by advertisers, regardless of whether those users are in the audience selected by those advertisers (with formatting adjusted as necessary to fit the platform).

V.   ADVERTISER NON-DISCRIMINATION CERTIFICATION

A.   Facebook requires and will continue to require all advertisers to certify compliance with Facebook's policies prohibiting discrimination and with applicable federal, state and local anti-discrimination laws. Facebook will develop the form and content of the certification and provide to Plaintiffs for comment and discussion.

VI.   ADVERTISER EDUCATION

A.   In Ad Creation Flows, in conjunction with implementing limitations on audience selection tools in accordance with Section III above, Facebook will implement features alerting advertisers that engaging in unlawful discrimination is prohibited by Facebook's policies and applicable federal and state anti-discrimination laws and will provide education on those policies

and laws. Facebook will develop the form and content of the certification and provide to plaintiffs for comment and discussion.

VII. ALGORITHMIC FAIRNESS

A. Facebook will engage academics, researchers, civil society experts, and privacy and civil rights/liberties advocates to study the potential for unintended biases in algorithmic modeling. Facebook will share the status of its efforts to investigate and understand this issue in meetings between the Parties provided for in the Agreement, provide the Parties with an opportunity to respond and make recommendations, and consider those recommendations and whether to implement any feasible reforms as part of its ongoing commitment to nondiscrimination in advertising on its platform.