

EXHIBIT 116

Subject: Re: TrueData Churn Report 2004/02/12

From: Joshua Abram <joshua@direct-revenue.com>

Date: Mon, 16 Feb 2004 12:47:29 -0500

To: dan@dkcp.net

CC: "Rodney Hook" <rod@direct-revenue.com>, "josh" <josh@direct-revenue.com>, "Alan Murray" <alan@direct-revenue.com>, "Chris Dowhan" <chris_dowhan@hotmail.com>

As "service station" goes live in the next few days we have one of the basic tools that we need for a fighting churn.

The attached, revised EULA will be up everywhere tomorrow once we've finalized the domain registration of service station or it's equivalent. It's a lawyer approved license to kill. In addition, it takes us out of add/remove and makes the consumer go to service station.

I would think twice about going too aggressively on the offense during diligence but we should certainly have the forensic piece sorted out (who is shooting at us?) so we're ready to fight back once diligence is over. Obviously, if we find that someone is slaughtering us in the interim we should not wait to counter.

Daniel Kaufman wrote:

I understood that these churn numbers were incorrect, but it still seems like churn is increasing rapidly.

Are we making much progress in being able to:

1. figure out whether other adware is killing us (and which adware it is)
2. use our various defensive measures to turn that base back on
3. go offensive

Do we have ETAs for the above?

-----Original Message-----

From: Rodney Hook [mailto:rod@direct-revenue.com]

Sent: Sunday, February 15, 2004 9:10 AM

To: Aash

Cc: amurray@truedata.org; dkaufman@truedata.org; jabram@truedata.org; rhook@truedata.org

Subject: Re: TrueData Churn Report 2004/02/12

Aash,

These are super incredibly scary numbers. 33% churn is about double what we saw in december. we need to double check that you really have all the numbers for january recovered properly before we claim these to be accurate. Has the churn doubled across all dist_ids and builds or just a few. I really don't see how 33% can be possible.

Rod

bsd admin@y9.std-io.net wrote:

200401
200312

The Following is the Number of Transponders which checked in on at least 5 different days in 200312 period 11966165

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The Following is the Number of Transponders which ALSO checked in on at least 5 different days in 2004Q1 period 8011180

The Following equation calculates the Transponder Churn Rate
 $(11966165 - 8011180) / 11966165 * 100\% = 33.05$

BetterInternet EULA (without Flashtalk)(v2).rtf

Content-Type: application/msword

Content-Encoding: base64

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