EXHIBIT 6
January 17, 2006

VIA EMAIL AND UPS

Kenneth M. Dreifach, Esq.
Justin Brookman, Esq.
State of New York
Office of the Attorney General
Internet Bureau
120 Broadway
New York, NY 10271-0332

Re: DirectRevenue LLC

Dear Ken and Justin:

As counsel for and on behalf of DirectRevenue LLC ("DirectRevenue" or the "Company"), we write in response to the OAG's letter-request dated January 6, 2006. Based on information provided to us by DirectRevenue, we set forth below, in text and by way of exhibits, the Company's responses to the outstanding questions from the OAG's January 6 request. Before turning to the specific issues at hand, we wish to express our appreciation for the Office's willingness to consider further input from the Company, as well as our hope that the universe of information provided over the last several months will form the basis for a prompt, fair and final resolution of this matter.

Response to Question 1.

Question 1 seeks information about the circumstances, if any, under which
DirectRevenue took technical steps to disable or remove the target software (also known as the ad client) (the “Software”) from the desktops of users in circumstances where the Company had concluded the Software had been distributed without users’ legally valid, affirmative consent, in violation of distributors’ contractual obligations to DirectRevenue. In two cases — the first involving a subdistributor known as KZ/ICMD and the second involving the distributor IMGiant — DirectRevenue utilized technical means to disable or uninstall the Software from desktops. These cases represent the only circumstances where DirectRevenue concluded that an entire channel of distribution had been tainted, and could identify with precision the users who had received the Software through that channel.

A brief explanation of DirectRevenue’s distribution model, prior to September 2005, is necessary. Prior to September 2005, a principal means of distributing the Software was through independent third party “distributors” with whom DirectRevenue had direct, written agreements. When a distributor entered into an agreement with DirectRevenue, a unique “distributor identification” code (“DistID”) was assigned to all downloads traceable to that distributor, so that the distributor could be credited and thus paid for any download that it (or its affiliates) performed. At the time, many — if not most — of DirectRevenue’s distributors, in turn, contracted with a variety of subdistributors (also known as “affiliates”), who distributed the Software directly to end-users. In order to be credited for downloads, each distributor marked all of their downloads with the same single DistID code provided by DirectRevenue, irrespective of whether the download emanated from the distributor itself or one of its affiliates. As explained in DirectRevenue’s December 15 submission, distributors steadfastly refused to identify their affiliates to DirectRevenue (citing “proprietary” concerns), and consequently refused to use unique subdistributor identification codes for each of their affiliates. Accordingly, all of the Software downloaded on all desktops within a particular distribution channel bore the same single DistID code, and it was generally impossible to determine which users received the Software from which affiliates within a single channel.
In 2005, two circumstances arose where DirectRevenue did have the ability to identify adversely-affected users with precision, and in both cases, the Company undertook technical means to disable or remove the Software from the desktops of those specific users. In May 2005, DirectRevenue staff learned of a blog posting that raised questions about the download process carried out by KZ/ICMD, a specific sub-distributor whose downloads DirectRevenue had been permitted to track. Based on the blog commentary, the DirectRevenue reviewed download data for KZ/ICMD and discovered rates of acceptance that seemed to defy typical response rates in most direct marketing campaigns. At the same time, the Company also discovered that the opt-out rate of new users obtained through KZ/ICMD was very high. Accordingly, DirectRevenue concluded that all of the downloads performed through KZ/ICMD were likely tainted by inadequate notice and consent procedures. Based on that conclusion, DirectRevenue removed the Software from every desktop acquired through the KZ/ICMD channel.

In November 2005, DirectRevenue also disabled the Software on the desktops of all users acquired through the distributor IMGiant. By November 2005, DirectRevenue had terminated all distributors who utilized affiliates and had switched to a direct-partnership model through which the Company had approval rights as to every URL through which the Software was to be distributed. In the case of IMGiant, in November 2005, DirectRevenue became aware of distributions which bore the IMGiant DistId code, but which were occurring through unauthorized URLs. Believing that such unauthorized means of distribution created a likelihood that users who had been reached had not been provided appropriate notice or given affirmative consent, DirectRevenue elected to disable the Software to all users within that specific IMGiant channel.
On other occasions where DirectRevenue became aware of information or developed suspicions that some downloads within a distribution channel were occurring without legally valid, affirmative user consent, it was able to trace those downloads by way of the DistID to the distributor; DirectRevenue could not determine which of the many — sometimes hundreds — of affiliates within that distributor’s network had engaged in improper downloading without such information being provided by the distributor. Even in the few instances when the distributor agreed to inform DirectRevenue which of its affiliates was engaged in such questionable downloads, DirectRevenue could not know which users obtained the Software from that affiliate and therefore, could not determine which specific users in particular had received the Software without their consent.

As stated in DirectRevenue’s December 15 submission, where it had a strong belief of such violations of DirectRevenue’s distributor agreement, DirectRevenue terminated its relation with the relevant distributors.

Absent information or a means implemented by the distributor pinpointing both the affiliate directly involved in allegedly improper downloading and the users directly affected, if DirectRevenue attempted to utilize technical means to disable or remove the Software, it would have been to remove or disable the Software on ALL of the desktops attributable to a particular DistID code — representing all desktops acquired through a distributor and all of its affiliates. The result of such a broad scale “remedy” would be to “throw out the baby with the bathwater”: in order to remove or disable the Software from the machines of the relatively small number of users who had been victimized by a single unsavory affiliate, DirectRevenue would have to order the removing or disabling of the Software for the many users who had validly consented to its download through the dozens of appropriate subdistribution affiliates within a particular distributor’s network. DirectRevenue concluded that such an approach was neither commercially reasonable nor in the best interests of the many users who had accepted
the value proposition offered by the Company and wished to have the benefits of the Software and its bundled applications.

Response to Question 2.

The technical measure by which the Software was removed remotely by DirectRevenue for KZ/TMD is as follows: When the Software checked in to DirectRevenue’s servers, the Company sent a software file to the Software that included the uninstall function. The uninstall software ran automatically on a user’s computer and uninstalled the Software. While this process is intended to be invisible to a user, this is not always the case, due to the complexities of software and interaction among various programs and the operating system. Additionally, because of the tremendous variation of computer configurations among users, DirectRevenue could not guarantee this process to be 100% successful and, in some circumstances it required user intervention to address issues raised by firewalls or due to interactions with the users’ other software.

In the case of IMGiant, the technical measure by which the Software was disabled remotely by DirectRevenue was the reprogramming of DirectRevenue’s advertising servers not to serve any advertisements to any Software that checks-in to those servers bearing a particular DistID code, in this case the one for IMGiant downloads.

Documents relating to this matter may be found in the attached emails (Exhibit 1), which DirectRevenue believes have already been produced since they are Dan Donan and Chris Dowhan’s e-mails. (DR 011536-DR 025799 and DP 160276-DR312206).
Response to Question 3.

Question 3 notes that Schedule 2 to DirectRevenue’s “Answer to Questions of December 1, 2005” appears to report “new” installations attributable to CDT after CDT’s termination. Subsequent to DirectRevenue’s termination of CDT as a distributor and DirectRevenue’s refusal to continue to pay CDT, CDT had no economic incentive to continue to distribute the Software. Accordingly, DirectRevenue believes that most of the “new installations” shown on Schedule 2 were not “new” installations at all, but represent a new userID assigned to a user who had installed the software before the termination of CDT as a distributor.

There are various technical reasons that new userIDs are generated for these legacy users. For example, (i) on a computer where there are multiple log-ins, multiple userIDs can be created; (ii) if a prior userID registry has been damaged, it is regenerated by the ad client and may cause the reporting of a “new” userID; (iii) certain Software upgrades triggered the erasure of a userID and issuance of a new userID to a legacy user; and (iv) there were certain statistical communication errors between the Software and server, causing the erroneous reporting of a new install.

After receiving the OAG’s January 6 letter, DirectRevenue performed an analysis of its database to investigate the alleged “new” installations from terminated distributors. See Exhibit 3. It randomly identified the transponder codes of two users who Schedule 2 would suggest installed the Software in January 2006 with a distribution ID matching that of CDT (504991). (A transponder code is a unique number given to each Software installation.) DirectRevenue then checked the MAC addresses corresponding to these transponder codes. (A MAC address is unique to a computer for the vast majority of internet users.) By reviewing its database, DirectRevenue was able to determine that these transponder codes, corresponding to
CDT’s distribution id, had been assigned to these MAC addresses in 2004. Thus, the installations had occurred in 2004 but were erroneously reported again, as two “new” CDT installations, in January 2006. This finding supports the view that most of the “new” installations reported in Schedule 2 following a distributor’s termination were not “new” installations at all, but prior installations being re-counted due to various technical reasons.

When DirectRevenue terminated a distributor, such as CDT, for issues concerning consent and disclosure, DirectRevenue did not authorize the distributor to continue installing DirectRevenue’s software and would not pay the distributor for any post-termination installations. DirectRevenue, therefore, believed that the distributor would not continue to install the Software. In any event, even if one were to assume that 19,768 “installations” shown on Schedule 2 for CDT in May 2005 were, in fact, entirely new users, these installation would represent less then one-half of one percent of all new installation in May 2005.

With respect to CDT in particular, after DirectRevenue terminated this distributor in November 2004, it refused to pay CDT for amounts it was still claiming for pre-termination installations and made no further payments to CDT. DirectRevenue, therefore, believes that CDT was no longer distributing the Software. Indeed, DirectRevenue believed that, after it terminated CDT, CDT (which subsequently sued DirectRevenue for refusing to pay it for questionable pre-termination installs) took action to uninstall the DirectRevenue from all of the users who received the software from CDT. The attached daily check-in chart (Exhibit 2) reflects that CDT uninstalled approximately 75% of these prior installs over the three weeks of CDT’s termination.

DirectRevenue does acknowledge that a small percentage of the new userIDs generated after DirectRevenue terminated a distributor likely were in fact “new” installations. DirectRevenue had previously provided these distributors with its installer software that installs
the Software. Perhaps due to a lack of desire to spend the time removing the installer from their software bundles, or because the distributors had given the installer to their subdistributors, who in turn acted on their own, some terminated distributors may not have ceased all distribution of the installer software, although they no longer had the authority to do so.

In October 2005, DirectRevenue invested a large amount of technical resources to implement a technical measure to ensure that a terminated distributor could no longer install the Software. Now, if the installers distributed by the terminated distributors calls to DirectRevenue’s servers, the installers should be blocked and refused. Shortly after DirectRevenue instituted this technical measure, it did not see a noticeable drop in the number of reported new userID’s, again suggesting that most reported “new” installations are not “new” installations at all, but merely new userIDs. See Exhibit 4 evidencing the small difference between October and November 2005 in the number of installations for 14 terminated distributors.

Response to Question 4.

The number of downloads of Software from DirectRevenue’s own distribution (based on an aggregate of various media purchases that would link to DirectRevenue’s or its licensors urls, splash pages or servers from which users would download the Software) is set forth below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>7</td>
<td>959,724</td>
</tr>
<tr>
<td>2003</td>
<td>8</td>
<td>752,080</td>
</tr>
<tr>
<td>2003</td>
<td>9</td>
<td>590,086</td>
</tr>
<tr>
<td>2003</td>
<td>10</td>
<td>681,964</td>
</tr>
<tr>
<td>2003</td>
<td>11</td>
<td>583,881</td>
</tr>
<tr>
<td>2003</td>
<td>12</td>
<td>607,273</td>
</tr>
</tbody>
</table>
2004 1 660,609
2004 2 724,111
2004 3 781,322
2004 4 631,656
2004 5 129,106
2004 6 366,969
2004 7 426,397
2004 8 386,281
2004 9 324,399
2004 10 241,376
2004 11 168,350
2004 12 66,290
2005 1 61,767
2005 2 95,400
2005 3 119,922
2005 4 119,372
2005 5 141,235
2005 6 77,498
2005 7 66,118
2005 8 23,266
2005 9 8,936
2005 10 10,114
TOTAL 9,824,599

The data requested in Question 4 had been provided in Schedule 2 to DirectRevenue’s response entitled “Answer to Questions of December 1, 2005”. Those entities identified in that schedule with an “*” or include the term SDI are not “distributors”, but rather sites on which DirectRevenue purchased media (e.g., banner ads). DirectRevenue inadvertently omitted in that table the distribution numbers with regard to the relatively few users who came to www.bestoffers.com or www.abetterinternet.com other than through such purchased media. Those numbers are as follows:

<table>
<thead>
<tr>
<th>Month of 2005</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>No of Installs</td>
<td>111</td>
<td>16,426*</td>
<td>1,088</td>
<td>558</td>
<td>648</td>
<td>345</td>
<td>430</td>
<td>475</td>
<td>189</td>
</tr>
</tbody>
</table>
www.abetterinternet.com was hacked in May 2005 and DirectRevenue does not believe this number is accurate.

Response to Question 5.

By phone on January 11, the OAG office advised counsel to DirectRevenue that, because this question was concerned a simpleinternet -- not DirectRevenue and not abetterinternet -- this question had been withdrawn and thus no response was called for.

Response to Question 6.

See the attached Exhibit 5 identifying the entities previously identified in Tables 11a and 11b and their mailing addresses. DirectRevenue has included the names of the domain names held by such entities to the extent known, but DirectRevenue does not believe this to be a complete list since DirectRevenue does not have complete records on this subject.

Response to Question 7.

Lycos and DirectRevenue provided notice and an opt-out opportunity to its users as part of their upgrade of the Lycos’ sidesearch toolbar user base to DirectRevenue target software. Specifically, in December 2004, DirectRevenue provided an installer to Lycos. It is DirectRevenue’s understanding that Lycos upgraded their user base of computers who installed the Lycos sidesearch toolbar with an installer that was meant to remove Lycos’ sidesearch bar and replace it with the target DirectRevenue software. Upon execution of Direct Revenue’s installer, and any time the ad client was replaced, users saw the following disclosure.
Internet Explorer Search Companion Upgrade Notification

The Search Panel feature of your Internet Explorer program is under new ownership and has been upgraded to include enhanced functionalities.

The Search Panel includes several features that make searching easier and more efficient:

- It consists of improved search capabilities and instant search directories within Internet Explorer's Search Companion.
- The Search Panel also allows the user to perform a search while simultaneously viewing the resulting pages - all from within the same Internet Explorer browser.
- The Search Assistant also comes with an Address Bar Assistant, which enables users to perform natural searches via Internet Explorer's Address Bar and returns helpful search results or a search directory page to users who would have otherwise received a generic, useless error page.

We hope you enjoy these new features for a richer experience while searching for information on the Internet.

Note: If you ever wish to remove this functionality, please use the uninstall tool found at msptuneup.com.

End User License Agreement: www.abetterinternet.com/policies.htm
The code that provided this notice is attached as Exhibit 6. The e-mail correspondence that DirecRevenu has on this matter is attached as Exhibit 7.

No Lycos software was distributed by DirectRevenue to its user base.

Response to Question 8.

There are several technical methodologies relating to DirectRevenue's distribution of its Software. They are organized below into three types. These descriptions describe circumstances where users had default settings that they had not customized, which we believe is true for the vast majority of users. DirectRevenue still uses distributors to help distribute the Software, but it uses direct distributors only. As previously noted, as of September 2005, DirecRevenu has terminated its relationships with distributors who use subdistribution or affiliate networks (type 3 described below).

As a technical matter, the three basic types of distribution, as described below, utilize two different forms of software to accomplish an installation. These software applications are known colloquially as the "Thinstaller" and the "Bootstrap" applications, and a short description of their functionality is provided immediately below.

The Thinstaller

The "Thinstaller" is the piece of software most often bundled with a consumer value application ("CVA") (e.g., peer to peer file sharing software, emoticons, screen savers, etc.) that communicates with DirecRevenue's servers to retrieve files and complete the installation of the Software on a computer. It is a specific form of the installer, being small in size. Its functions include: (a) checking for pre-existing DirectRevenue software on the computer; (b)
checking for a pre-existing uninstall key (to suppress a reinstall, if a user had already uninstalled DirectRevenue software) on the computer; (c) setting a Distribution ID on the computer; (d) downloading Software, a 404 error handler or comparative shopping tool from the DirectRevenue servers onto the machine; (e) downloading a CVA from DirectRevenue’s servers; (f) collecting non-personally identifiable data about the process list, the Run registry entries, the BHO on the computer; (g) reading registry entries on the computer to report on conflicts and failed installs; and (h) collecting a list of open URLs to police the origin of an install.

The Bootstrap.

The “Bootstrap” is another DirectRevenue application that can either be given to a distributor for bundling or used in DirectRevenue’s own direct distribution to initiate a software installation process. The Bootstrap: (a) analyzes open browsers on a desktop for URLs to police the origin of an install; (b) derives a Distribution ID for an installation from the information collected on the desktop and based on data on DirectRevenue’s servers; and (c) calls a Thinstall from DirectRevenue’s servers with the appropriate install parameters. The Bootstrap functionality serves as a control mechanism to ensure the installer is being called for by an authorized installation at the authorized URL.

**Type 1 Distribution:** Distribution accomplished by buying advertisement impressions to promote applications owned or licensed by DirectRevenue.

DirectRevenue buys media from publishers and networks like Google, Overture, AdPepper, Cydoor and Miva. The media ranges from banner advertisements in web pages to pop-up advertisements to search results advertisements that were simply gray modal boxes with the disclosure text in the box and no accompanying graphical ads. Often, those modal boxes were accompanied by "wrap around" advertisements that popped behind the box and
explained more about the product to be downloaded. DirectRevenue would present the user with a gray modal box containing consumer disclosure text and an opportunity to provide affirmative consent when (a) the webpage housing that advertisement finished loading in the browser (i.e., an adtop), (b) a user's mouse passed over the advertisement, or (c) a user clicked the mouse on the advertisement. If a user consented, then the media file would call additional files from DirectRevenue's servers to be downloaded and installed on the user's machine. These files are the CVA and the Software. Since September 2005, DirectRevenue has only initiated installation for Type 1 Distribution when a user has clicked the mouse on an advertisement.

Since this method is controlled by DirectRevenue, the Company is responsible for all aspects of the installation, including providing consumer disclosure and obtaining affirmative consent prior to installation of the Software.

This Type 1 method could also be used where the software file contains some or all of the files to be installed so that it does not require a call to DirectRevenue's server after the user affirmatively consented to the download. Alternatively, after the user affirmatively consented to the download the initial software file pulls down another installer from the DirectRevenue servers that communicates data back to the DirectRevenue servers before downloading a final file or set of files for installation.

Additional variations include disclosures to the end-user through several combinations of the advertisement itself, gray modal box disclosure, a separate splash page before the software file is downloaded, and post-download disclosure screens such as in a WISE installer.

**Type 2 Distribution:** Distribution accomplished through the efforts of a partner, for example, Kazaa and Morpheus, who promotes a bundle containing the Software and their
For these distribution efforts, DirectRevenue provides a piece of software to the distribution partner, along with an end user license agreement (EULA) or a link to a EULA. The partner will promote a CVA that they own or license, generally through paid search listings, purchased media or through download sites like download.com or tucows.com. When the consumer installs the CVA, a disclosure regarding the Software is presented. It is the distributor’s responsibility to provide consumer disclosure and obtain affirmative user consent before installing the Software.

The Software is downloaded (i) with the CVA immediately following disclosure; (ii) by the installer provided by DirectRevenue to the distributor calls back to the DirectRevenue servers to get the Software; (iii) after the CVA calls back to DirectRevenue’s servers to get the software; (iv) after the CVA calls back to DirectRevenue’s servers to get the installer, which installer then calls to DirectRevenue’s servers; and (v) as part of a bundle of software that includes a CVA that runs an executable file (.exe) from DirectRevenue that provides disclosure to the consumer.

This distribution method could include various forms of consumer disclosure, including, the advertisement itself, a gray modal box, the splash page for the CVA, and post-download, pre-install install screens, such as in a WISE installer.

**Type 3 Distribution:** Distribution done through a distributor who uses an affiliate network, where generally, the names and URLs of the affiliates are not disclosed to DirectRevenue. The Company ceased this type of distribution entirely as of September 2005, by terminating its relationships with distributors who DirectRevenue knew utilized affiliates.
For these distribution efforts DirectRevenue provided a software file to the distributor, along with a EULA or a link to a EULA. It was the distributor’s technical and legal responsibility to ensure that there was appropriate notice and that affirmative consent was obtained before initiating the installation. The distributor would place a software file into a bundle that was then promoted by affiliates — often, but not limited to, a variety of websites that would offer downloads to their visitors and get paid for each successful installation completed. This DirectRevenue software file could (i) send traffic back to the distributor’s servers to initiate the download; (ii) download and install both the distributor’s files and DirectRevenue’s software all at once immediately following disclosure; (iii) call back to the DirectRevenue servers to get additional files and complete the installation; (iv) once installed call back to the affiliate’s servers for DirectRevenue software to be installed; and (v) call back to DirectRevenue’s servers for DirectRevenue software that then communicates with other DirectRevenue servers to retrieve and install files.

Additional variations of this form of distribution include distributors who allowed their various affiliates to use the affiliate’s own content as the CVA, or Consumer Value Content (CVC) and required a download of the Software in exchange for entry to a website.

Disclosure to the end-user regarding the DirectRevenue Software was done through several mechanisms - the advertisement itself, a gray modal box, the splash page, and post-download install screens such as is a WISE installer.
Response to Question 9.

"Host" means that the advertisement resides on a particular server and it is served to users from that host server when the unique URL (or IP address) is called by a user's browser or by the Software. When DirectRevenue hosts an advertisement, it is stored on DirectRevenue's servers and it served when the Software calls DirectRevenue's servers. A "third party ad server" is an entity such as Double Click or Atlas, which hosts advertisements on its own servers for the benefit of advertisers and delivers the advertisement to the user when the unique URL (or "tag" or "trafficicking tag") is called by the Software or a web browser. Third party ad servers are the advertiser's vendors.

To respond to the second part of this question, the Company relied upon the individual advertisement data in its campaign. The Company queried the database for a list of all creatives that included "Priceline", "AT&T" or "Monster" in their name. Although this automated search may have been over-inclusive or under-inclusive, it was intended to capture the data you requested.

The results from this query are on the disk Bates stamped DR350425 enclosed with this letter. (Exhibit 8). The spreadsheet columns are for the key word (e.g., the name of the advertiser), the number of impressions of a particular advertisement that DirectRevenue served or called for, the creative ID number for the advertisement, whether the advertisement was readily determined to be hosted externally and the URL that was called by DirectRevenue's servers to obtain the advertisement. The URLs that are listed as internal in the spreadsheet could either be a "redirect tag" on DirectRevenue's servers, which means that it would redirect the request to the DirectRevenue server to another server, or the advertisement actually did reside on DirectRevenue's servers. For the external URLs, the URLs may provide the name of the advertiser or a third party ad server. While this may be obvious in some cases (e.g., for the
domain doubleclick.net), this is not the case with all of such external URLs.

The second spreadsheet on the disk is a manual analysis of the first spreadsheet with respect to the advertisements with the fifty highest impression counts to determine if the URL was internal or external. Of these top 50 advertisements, only one was hosted by DirectRevenue.

Additional information is in the Insertion Orders for these three advertisers, which we previously provided to you. Insertion Orders may indicate whether the campaign was third-party ad served. These insertion orders are located within the files produced at Bates Range DR0000001 through DR009472.

Response to Question 10.

Pursuant to a teleconference with the OAG on January 17, 2006, it would be extremely burdensome for DirectRevenue to obtain the data necessary to respond to this question. We would appreciate it if you reviewed our Response to Question 9, and then we should discuss what further information would be appropriate in response to Question 10.

Response to Question 11.

DirectRevenue believes that, prior to April 1, 2005, it had instituted practices that ensured that the majority of users received legally sufficient notice of and provided legally sufficient consent before they downloaded, installed, and operated the Software. As noted below, many of these practices were in place well prior to April 2005.
First, with respect to the installations referenced and explained in the response to Question 4, and as described as Type 1 in Question 8, DirectRevenue presented users a modal box that notified them that, by proceeding to install the Software, they were agreeing to the DirectRevenue EULA or Consumer Policy Agreement. Furthermore, DirectRevenue, in the modal box, would have provided the customer with a direct (one click) link to DirectRevenue’s EULA. DirectRevenue believes that this notice and direct link to its EULA was legally sufficient notice.

Second, since prior to April 1, 2005, DirectRevenue’s written agreements with its distributors specifically required that the distributor ensure notice to the user by requiring that “each potential Registered User has agreed to (by means of legally valid affirmative consent): (a) an end user license agreement (EULA) provided by BI [Abetterinternet] or (b) a EULA that provides BI with rights, limitations or liability or other terms and conditions that are equivalent to those set forth in BI’s standard EULA.” (Exhibit 9). DirectRevenue’s written agreement from March 2004 goes on to ensure consent by providing that,

"[w]ithout limiting the foregoing, [the distributor] represents and warrants that each potential Registered User will be specifically informed that they are downloading the Product [the Software] prior to the time such download commences and will receive any other disclosures as required by law.”

To facilitate consent to the Company’s EULA, the Company consistently provided distributors with access to Internet-accessible copies of the Company’s End User License Agreement for disclosure to end-users. Direct Revenue adopted these provisions in its distributor agreement based on advice of counsel that these provisions would legally obligate distributors to provide legally adequate notice and obtain legally sufficient consent prior to download.
DirectRevenue also has undertaken the following activities to monitor practices of distributors:

- Since its inception, DirectRevenue regularly monitored user complaints, industry publications, blogs and other sources for information which, the Company believed, might disclose potential violations of the distributor agreements as to issues of notice and consent.

- Since its inception, DirectRevenue internally tracked the numbers of uninstalls, in part to identify suspicious activity.

- As of January 2005, DirectRevenue instituted and monitored a "help desk" function – the first of its kind in the industry – to assist users with uninstallation process and to track suspiciously-high uninstall rates.

- In March 2005, DirectRevenue introduced its own proprietary software (the "Canary") program, which was designed to monitor the URLs from which downloads were taking place in the hope of identifying suspicious downloading activities. The Canary program remains in place to the present.

- In February 2005, DirectRevenue retained Alan Chappell, a noted internet privacy expert, to consult with it on its distribution and disclosure practices and to assist in implementing such practices. (Mr. Chappell later became the main drafter of the TRUSTe guidelines.)

DirectRevenue followed up on the information it obtained by means of these monitoring efforts. Based upon its observations of complaints, uninstall rates, and the like, DirectRevenue initiated discussions with distributors about suspicious downloading activity as identified through the above mechanisms and, when problems were identified, sought and received assurances that problematic affiliates would be terminated from distributors' networks. Most notably, in 2004, at a significant cost to DirectRevenue's business, the Company terminated contracts with three of its major distributors — IST, CDT and Standard Internet – that
it had reason to believe had violated the terms of their agreements as they relate to disclosure and consent.

Based on the foregoing, DirectRevenue believes that a majority of the users of its software had received legally sufficient notice of, and provided their consent to, the operation of Direct Revenue’s Software prior to downloading, installing, and operating it.

Conclusion

Direct Revenue hopes that the information provided in this letter is responsive to your questions. Please do not hesitate to contact us if you would like any further information.

Thank you for keeping this letter confidential. For the reasons stated in our prior correspondence, please except this letter from disclosure under § § 82(2)(d)-(e) of FOIL. Should your office receive a FOIL request for disclosure of this letter, DirectRevenue should have the benefit of all protections by § 89(5) of FOIL.

Sincerely,

Neal H. Klausner

Andrew G. Celli, Jr.

Davis & Gilbert LLP

Emery Celli Brinckerhoff & Abady LLP
From: Daniel Doman [mailto:dan@direct-revenue.com]
Sent: Tuesday, May 10, 2005 9:23 AM
To: Mattias Stanghed
Cc: Sathish Dhinakaran; Chris Dowhan; Davis Terry; Khan Reza; Rodney Hook
Subject: Re: Turn off the KZ Torpedo today?

speak to george or sean

We are not targing KZ, just ICMD/KZ

-dan-

On May 10, 2005, at 9:14 AM, Mattias Stanghed wrote:

then I would first take a snapshot of some overlap report
to show that this has been accomplished (e.g. no KZ's with an 8|3
DistID),
and then shut it of

Yes, 100% agree. Can anyone help me out in getting that snapshot? I think
that has already happened but I might very well be wrong. I just don’t know
where I can find this data.

..mst

On May 10, 2005, at 9:06 AM, Chris Dowhan wrote:

If the goal was to show that DirectRevenue are not benefiting from distribution
that we cannot prove was acquired properly, or that DirectRevenue feel uncomfortable with
whatever reason, then I would first take a snapshot of some overlap report
to show that this has been accomplished (e.g. no KZ's with an 8|3
DistID),
and then shut it off. Until DirectRevenue have that snapshot, the goal has not really
been achieved in a way that can be audited/verified, and so from an outsider’s perspective it didn’t necessarily happen at all!

----- Original Message ----- 
From: “Mattias Stanghet” <mattias@direct-revenue.com>
To: “Rodney Hook” <rod@direct-revenue.com>; “Dowhan Chris” <chris@direct-revenue.com>; “Doman Daniel” <dan@direct-revenue.com>; “Davis Terry” <Terry@direct-revenue.com>; “Khaz Reza” <reza@direct-revenue.com>
Cc: “Sathish Dinakaran” <sathish@direct-revenue.com>
Sent: Tuesday, May 10, 2005 8:52 AM
Subject: Turn off the KZ Torpedo today?

Peeps,

We need to make a business decision when to turn off the currently active KZ torpedo.

My recommendation would be to turn it off asap because it seems to me that DirectRevenue have already obtained the results DirectRevenue were looking for.

I don’t have perfect data supporting this hypothesis but I know that the initial distribution had horrible horrible churn rate and DirectRevenue stopped the distribution over a month ago. This leads to me believe that there were not that many live KZ’s to begin with. Given that the torpedo has been live since Fri, my gut feeling is telling me that DirectRevenue could consider ourselves done. Anyone with better data or info, please prove me wrong. If not, I say DirectRevenue turn it off today.

The reasons to turn off the torpedo would be:
1. To enable a new push off the client to a small existing base.
2. To enable internal development and testing to function properly.

Will follow up w. you during the day if I don’t hear from you.

Thanks,

.mst
The torp for KZ515 was released around 7:30PM
-----Original Message-----
From: rod <rod@direct-revenue.com>
Date: Fri, 06 May 2005 19:50:02 To: Raffi Minassian <raffi@direct-revenue.com>,
Daniel Doman <ddoman@direct-revenue.com>
Subject: counts for KZ515

here the numbers on this kz515 user base. looks like there's only around 1000 users per day right now.

[rod@elf02 bsd_pay]$ /daily_summary_dist.sh "8[3][0][0]THIN-B-3-X-X.EXE"

============================= TOTAL : The Number of Unique Clients that Checked In
US : The Number of Unique US Clients that Checked in
INT : The Number of Unique Non-US Clients that Checked in
NEW : The Number of Clients checking in for First Time
NEW_US : The Number of US Clients checking in for First Time
NEW_INT: The Number of Non-US Clients checking in for First Time

<table>
<thead>
<tr>
<th>CHECKIN_DATE</th>
<th>TOTAL</th>
<th>US</th>
<th>INT</th>
<th>NEW</th>
<th>NEW_US</th>
<th>NEW_INT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005-05-05</td>
<td>935</td>
<td>48</td>
<td>6</td>
<td>5</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2005-05-04</td>
<td>973</td>
<td>919</td>
<td>54</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2005-05-03</td>
<td>975</td>
<td>920</td>
<td>55</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2005-05-02</td>
<td>1035</td>
<td>980</td>
<td>64</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2005-05-01</td>
<td>931</td>
<td>895</td>
<td>36</td>
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<tr>
<td>2005-04-30</td>
<td>880</td>
<td>836</td>
<td>44</td>
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<tr>
<td>2005-04-29</td>
<td>921</td>
<td>866</td>
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<td>3</td>
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<tr>
<td>2005-04-28</td>
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<td>1079</td>
<td>60</td>
<td>3</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2005-04-27</td>
<td>1288</td>
<td>1222</td>
<td>55</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2005-04-26</td>
<td>1361</td>
<td>1252</td>
<td>68</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2005-04-25</td>
<td>1384</td>
<td>1312</td>
<td>72</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
The Following is the Number of Transponders that have been acquired by 8[3][0][0]THIN-8-3-X-X.EXE

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>49259</td>
<td>46640</td>
<td>2619</td>
</tr>
</tbody>
</table>

The Following Table shows a distribution by Country for Transponders Checking in on 2005-05-05 with DIST_ID=8[3][0][0]THIN-8-3-X-X.EXE Top 20 Countries are listed

<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>COUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
</table>

13
<table>
<thead>
<tr>
<th>Country</th>
<th>CNT</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>887</td>
<td>94.87</td>
</tr>
<tr>
<td>Canada</td>
<td>10</td>
<td>1.07</td>
</tr>
<tr>
<td>Thailand</td>
<td>6</td>
<td>0.64</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>5</td>
<td>0.53</td>
</tr>
<tr>
<td>Germany</td>
<td>3</td>
<td>0.32</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>3</td>
<td>0.32</td>
</tr>
<tr>
<td>India</td>
<td>3</td>
<td>0.32</td>
</tr>
<tr>
<td>Mexico</td>
<td>2</td>
<td>0.21</td>
</tr>
<tr>
<td>Netherlands</td>
<td>2</td>
<td>0.21</td>
</tr>
<tr>
<td>Finland</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Iran</td>
<td>1</td>
<td>0.11</td>
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<tr>
<td>Panama</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>France</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Ukraine</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Italy</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Philippines</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Portugal</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Haiti</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Mozambique</td>
<td>1</td>
<td>0.11</td>
</tr>
<tr>
<td>Romania</td>
<td>1</td>
<td>0.11</td>
</tr>
</tbody>
</table>

The following table shows a distribution by country for transponders checking in on 2005-05-05 for the first time.

Top 20 countries are listed.

<table>
<thead>
<tr>
<th>Country</th>
<th>CNT</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>51</td>
<td>83.33</td>
</tr>
<tr>
<td>Germany</td>
<td>1</td>
<td>16.67</td>
</tr>
</tbody>
</table>

The following table shows a distribution by build number for transponders checking in on 2005-05-05.

Top 20 builds are listed.

<table>
<thead>
<tr>
<th>Build</th>
<th>CNT</th>
<th>Percentage</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.13.4.92</td>
<td>934</td>
<td>99.89</td>
<td>886</td>
<td>48</td>
</tr>
<tr>
<td>Blank</td>
<td>1</td>
<td>0.11</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>
The Following Table shows a distribution by build number for Transponders Checking in on 2005-05-05 FOR THE FIRST TIME. Top 20 Builds are listed.

<table>
<thead>
<tr>
<th>BUILD</th>
<th>CNT</th>
<th>PERCENTAGE</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.13.4.92</td>
<td>6</td>
<td>100.00</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

[rod@et02 bsd_pay]$ ssh
Subject: Re: counts for kz515

Date: Sat, 7 May 2005 17:13:50 -0406

From: Daniel Doman <dan@direct-revenue.com>
To: Rodney Hook <rod@direct-revenue.com>
CC: Raffi Minassian <raff@direct-revenue.com>

Reference: <1372353315-1115437852-cardhu_Hackberry.rim.net-31887-engine70> <427CC6A1.60401@direct-revenue.com> <be4f9a230f47dd11a5599ad1664e18b6@direct-revenue.com> <427D2B23.3010704@direct-revenue.com>

that makes for a really bad distribution. On that basis alone it makes them very suspect and we should get rid of them.

-dan-

On May 7, 2005, at 4:42 PM, Rodney Hook wrote:

to clarify... we have sent out 49k since we started and they churned so fast we are only seeing about 1000 per day.

Rod

Daniel Doman wrote:

I must be confused now. I thought that this distribution was terminated some time ago. How can we have distribution on this as recently as 5-05-5?

On May 7, 2005, at 9:46 AM, Rodney Hook wrote:

The Following is the Number of Clients that have been acquired by 83j00[\[THIN-3-X.X.EXE

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>49259</td>
<td>46640</td>
<td>2619</td>
</tr>
</tbody>
</table>

Daniel Doman wrote:

That’s not too bad. Low enough for us not to care and still enough to matter. We need to remove them.
Bigger question: how many went out before we terminated the distributor.

- an -

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

From: rod <rod@direct-revenue.com>
Date: Fri, 06 May 2005 19:50:02 To: Rafit Minassian <rafit@direct-revenue.com>, Daniel Doman <ddoman@direct-revenue.com>
Subject: counts for k2515

Here the numbers on this k2515 user base. Looks like there's only around 1000 users per day right now.

```
[tod@et02 bsd_pay]$ ./daily_summary_dist.sh "8/3/00 TRIN-8-3-X-X.EXE"
```

<table>
<thead>
<tr>
<th>CHECKN_DATE</th>
<th>TOTAL</th>
<th>US</th>
<th>INTL</th>
<th>NEW_US</th>
<th>NEW_INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005-05-05</td>
<td>935</td>
<td>887</td>
<td>48</td>
<td>6</td>
<td>5 1</td>
</tr>
<tr>
<td>2005-05-04</td>
<td>973</td>
<td>919</td>
<td>54</td>
<td>2</td>
<td>2 0</td>
</tr>
<tr>
<td>2005-05-03</td>
<td>975</td>
<td>920</td>
<td>55</td>
<td>2</td>
<td>2 0</td>
</tr>
<tr>
<td>2005-05-02</td>
<td>1035</td>
<td>980</td>
<td>55</td>
<td>3</td>
<td>3 0</td>
</tr>
</tbody>
</table>
The following is the number of transponders that have been acquired by 830000/THIN-8.3-X-X.EXE

```
<table>
<thead>
<tr>
<th>TOTAL</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>49259</td>
<td>46640</td>
<td>2619</td>
</tr>
</tbody>
</table>
```

The following table shows a distribution by country for transponders checking in on 2005-05-05 with DIST_ID=830000/THIN-8.3-X-X.EXE. Top 20 countries are listed:

```
<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>COUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNITED STATES</td>
<td>887</td>
<td>94.87</td>
</tr>
<tr>
<td>CANADA</td>
<td>10</td>
<td>1.07</td>
</tr>
<tr>
<td>THAILAND</td>
<td>6</td>
<td>0.64</td>
</tr>
<tr>
<td>UNITED KINGDOM</td>
<td>5</td>
<td>0.53</td>
</tr>
<tr>
<td>GERMANY</td>
<td>3</td>
<td>0.32</td>
</tr>
<tr>
<td>BULGARIA</td>
<td>3</td>
<td>0.32</td>
</tr>
<tr>
<td>INDIA</td>
<td>3</td>
<td>0.32</td>
</tr>
<tr>
<td>MEXICO</td>
<td>2</td>
<td>0.21</td>
</tr>
<tr>
<td>NETHERLANDS</td>
<td>2</td>
<td>0.21</td>
</tr>
<tr>
<td>FINLAND</td>
<td>1</td>
<td>0.11</td>
</tr>
</tbody>
</table>
```
<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>CNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNITED STATES</td>
<td>5</td>
<td>83.33</td>
</tr>
<tr>
<td>GERMANY</td>
<td>1</td>
<td>16.67</td>
</tr>
</tbody>
</table>

The Following Table shows a distribution by build number for Transponders Checking in on 2005-05-05. Top 20 Builds are listed.
<table>
<thead>
<tr>
<th>BUILD</th>
<th>CNT</th>
<th>PERCENTAGE</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.13.4.92</td>
<td>934</td>
<td>99.89</td>
<td>816</td>
<td>48</td>
</tr>
<tr>
<td>BLANK</td>
<td>1</td>
<td>0.11</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

The Following Table shows a distribution by build number for Transponders Checking in on 2005-05-05 FOR THE FIRST TIME

Top 20 Builds are listed

<table>
<thead>
<tr>
<th>BUILD</th>
<th>CNT</th>
<th>PERCENTAGE</th>
<th>US</th>
<th>INTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.13.4.92</td>
<td>6</td>
<td>100.00</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

[rod@et02 bsd_pay]$ ssh
Exhibit 2

Question 3

CDT Checkins

CONFIDENTIAL
## Exhibit 3

### Question 3

**FIRST-LOOKUP**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>MONTH</th>
<th>DAY</th>
<th>HOUR</th>
<th>TRANSPONDER_CODE</th>
<th>DIST_CODE</th>
<th>DIST_CODE_DESC</th>
<th>COUNTRY</th>
<th>BLAD</th>
<th>FIRST_CHECK Phần 1</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2005</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2005</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2005</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2006</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2006</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2006</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
</tbody>
</table>

**SECOND-LOOKUP**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>MONTH</th>
<th>DAY</th>
<th>HOUR</th>
<th>TRANSPONDER_CODE</th>
<th>DIST_CODE</th>
<th>DIST_CODE_DESC</th>
<th>COUNTRY</th>
<th>BLAD</th>
<th>FIRST_CHECK Phần 1</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
<tr>
<td>2006</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>23713613002</td>
<td>68.181.162</td>
<td>0</td>
<td>5020901</td>
<td>5020901</td>
<td>01/01/2005 23:59:59</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**

- The table includes the following columns: Year, Month, Day, Hour, Transponder Code, District Code, District Code Description, Country, BLAD, and First Check Date.

**CONFIDENTIAL**
<table>
<thead>
<tr>
<th>Distributor Name</th>
<th>Installs, 10/05</th>
<th>Installs, 11/05</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDT</td>
<td>8380</td>
<td>6445</td>
<td>-1935</td>
</tr>
<tr>
<td>IST</td>
<td>6992</td>
<td>5861</td>
<td>-1131</td>
</tr>
<tr>
<td>Standard Internet</td>
<td>4803</td>
<td>3720</td>
<td>-1083</td>
</tr>
<tr>
<td>creatrix</td>
<td>77</td>
<td>52</td>
<td>-20</td>
</tr>
<tr>
<td>Epicenter</td>
<td>4</td>
<td>2</td>
<td>-2</td>
</tr>
<tr>
<td>EU Software</td>
<td>188</td>
<td>255</td>
<td>67</td>
</tr>
<tr>
<td>iDownload</td>
<td>516</td>
<td>378</td>
<td>-136</td>
</tr>
<tr>
<td>MarketingMatrix</td>
<td>71</td>
<td>50</td>
<td>-21</td>
</tr>
<tr>
<td>MediaMotor</td>
<td>1273</td>
<td>953</td>
<td>-320</td>
</tr>
<tr>
<td>Mindset</td>
<td>12158</td>
<td>9268</td>
<td>-2890</td>
</tr>
<tr>
<td>Seedcorn</td>
<td>495</td>
<td>202</td>
<td>-293</td>
</tr>
<tr>
<td>Simpel</td>
<td>707</td>
<td>630</td>
<td>123</td>
</tr>
<tr>
<td>West Frontier</td>
<td>2473</td>
<td>1346</td>
<td>-1127</td>
</tr>
</tbody>
</table>
SIDESEARCH_UPG
lycos sidereacts upgrade
#! (transaction()||null||OldAdClient)($transaction))
? <action type="InstallINF">
   <cf section="DefaultInstall">
        <version>
        signature="$CHICAGO$"
        AdvancedNF=2.0
    </version>
    [DefaultInstall]
    DirFiles=Files
? [DestinationDirs]
Files = 10
? [Files] $transactionUtil.getInstIniName\' $(transaction) ", 1
?
</inf>
</action>
</action type="InstallCAB">
<cab url="http://download.aBetterInternet.com/downloads/cabs/BTG2DL/bgrab.cab" />
</action>
?
</action type="CreateRegKey">
<regkey key="HKEY_CURRENT_USER\Software\\btgrab" name="BT1d6DOfSDist" ? ? value="$(transaction.getDistId())" />
</action>
?
?
#end

#if ($(transactionUrl.isInAppList( $(transaction), "MBKWorld" )))
  <action type="Invoke"><cab url="http://download.abetterinternet.com/Downloads/CABs/MICRO86D/mbkwist.cab" />
</action>
#endif

<action type="ExplorerWindow">
  <window url="http://www.abetterinternet.com/searchpanel.html" />
</action>

SIDESearch_upgrade

#(TransactionUrl.hasOldClient($(transaction)))

<action type="InstallINF">
  <inf section="DefaultInstall">
    <version>
      signature="$CHICAGO$"
      AdvancedINF=2.0
    </version>
  </defaultinstall>
  <fileFiles=Files>
<?

[DestinationDir]
Files = 10

[Files]

$(transactionUtil.getInstallName(${transaction}))... 1

</inf>

</action>

<action type="InstallCAB">
<cab url="http://download.abetternet.com/downloads/8BTGDL/blgrab.cab" />
</action>

<action type="CreateRegKey">
<regkey key="HKEY_CURRENT_USER\Software\blgrab" name="BTIt5o5ISDisi" value="${transaction getDistId()}">
</action>

<action type="ExplorerWindow">
<windows url="http://www.abetternet.com/searchpams.html" />
</action>

#endif

#if ($(transactionUtil.isInstall(${transaction}), "MBKWBa"))
<action type="InstallCAB">
<cab url="http://download.abetternet.com/downloads/MICROBUDmbkwmst.cab" />
</action>
#endif

?"CONFIDENTIAL
Exhibit 7

Question 7

From: <Steve.Quiince@lycos-inc.com>
Date: January 29, 2005 12:15:50 PM EST
To: <chris@direct-revenue.com>
Subject: Do you see what I see...

Hi Chris,

I have been asked that we touch base to cross check our numbers. Can you tell me how many installers you have recorded us downloading from your server?

Here's what I see at this very moment.

Total number of downloads of your installer to our client base 861,531

Total number of successful executions of your installer. 849,749

Total number of installs that we have abandoned after 20 failed attempts to successfully execute your installer. 1,624

That leaves about 10K installers that are still in the process of attempting to be successfully executed.

Thanks,
- steve

Steve Quiince,
Engineering Manager - Search Engineering
(781) 370-2916
steve.quince@lycos-inc.com

From: <Steve.Quiince@lycos-inc.com>
Date: January 4, 2005 11:51:17 AM EST
To: "Chris Dowhani" <chris@direct-revenue.com>
Cc: <joshua@direct-revenue.com>
Subject: Re: Text Message Address

CONFIDENTIAL
Hi Chris,

We are open full-throttle. What does the 200K number include? You said something about overlaps prior to hiatus. Is that ratio still holding around 50%?

- steve

---

---Message---

| "Chris Dowhan" |
| <chris@direct-re> |
| venue.com> |
| |
| 01/03/2005 03:07 |
| 03:07 |
| PM |
---

---

| To: <Steve.Quinset@lycos-inc.com> |
| cc: <joshua@direct-revenue.com> |
| Subject: Re: Test Message Address |
---

Hi Steve, hope your holidays were fun and relaxing.

Are you back in the office? I’d like to talk when you have time about the numbers you’re seeing. So far we are still below 200K installs from what I see. Are we open full-throttle on the upgrades?

- Chris

--- Original Message ---
From: <Steve.Quinset@lycos-inc.com>
To: <chris@diqc-revenue.com>
Sent: Thursday, December 23, 2004 4:10 PM
Subject: Text Message Address

> Just to confirm.

> If necessary, you can reach me over the next week (while Lycos is closed)
> at the following address.

> page.quitner.steve@lycos-inc.com

> Thanks,
> < steve
> >
> >
From: Steve.Quince@lycos-inc.com
Sent: Thursday, December 23, 2004 4:10 PM
To: chris@direct-revenue.com
Subject: Text Message Address

Just to confirm.

If necessary, you can reach me over the next week (while Lycos is closed) at the following address.

page.quince.steve@lycos-inc.com

Thanks,
- steve
Hey Chris,

Can you provide a status update on when we will receive the URL and class ID?

Thanks,
- steve
Hi Steve - sorry for the delay. I may need to push off until Monday morning, but I will try to get you the URL and Clssid tomorrow for a test to make sure all works OK.

----- Original Message -----  
From: <steve.quince@lycos-inc.com> 
To: <chris@direct-revenue.com> 
CC: <kew@lycos-inc.com> 
Sent: Thursday, December 16, 2004 6:03 PM 
Subject: Installer URL & Clssid

> Hey Chris,
> 
> when will you have the installer URL and Clssid available for us? We>
> are all set to start the transition on Friday as original discussed>
> when>
> you can get those to us.
>
> Thanks,
> - steve
> 
> 
>
Re Installer URL  ClssID.txt
From: Steve.Quince@lycos-inc.com
Sent: Thursday, December 16, 2004 6:03 PM
To: chris@direct-revenue.com
Cc: kev@lycos-inc.com
Subject: Installer URL & Clssid

Hey Chris,

When will you have the installer URL and Clssid available for us? We are all set to start the transition on Friday as originally discussed when you can get those to us.

Thanks,
- steve
Re: Sidesearch Assets.txt

From: Steve.Quince@lycos-inc.com
Sent: Tuesday, December 14, 2004 6:51 PM
To: Chris Dowhan
Cc: kew@lycos-inc.com
Subject: Re: Sidesearch Assets

10 AM tomorrow morning if you can swing it.
Otherwise, I can be somewhat flexible.
(781)370-2916

The 2 things that we still need to finish this up is
- your installer URL
- your class ID

Thanks,
- steve
Steve, what's your phone number and when is a good time to call about next steps on the transition to install our code?

----- Original Message -----  
From: <Steve.Quince@lycos-inc.com>  
To: <Chris@direct-revenue.com>  
CC: <kew@lycos-inc.com>  
Sent: Tuesday, December 14, 2004 6:38 PM  
Subject: sidesearch Assets

> Hi Chris,
> 
> Attached you will find a zip of source code and related files.
> 
> Thanks,
> > steve
> 
> (See attached file: SIDESearchAssets.zip)
OK, everything looks good.
Pushing this momentarily.
Let me know if you see any problems.

I'll ping you again in a little bit (hour or so) once I have some stats on this side so we can compare notes.

Thanks,
- steve
Re: Installer URL & ClassID

Subject: Re: Installer URL & ClassID

> 00000000-F09C-0284-66C2-A0D030000000 is correct - I copied/pasted the wrong one in my e-mail. I hope that didn't slow you down too much. If I can only choose one, I will go with this long GUID. I'll be watching the reporting - shoot me an e-mail when you send some out and I'll make sure all is ok before we ramp up. Thanks.
>  - C

----- Original Message -----  
From: <Steve.Quince@lycos-inc.com>
To: "Chris Dowhan" <chris@direct-revenue.com>
Sent: Wednesday, December 22, 2004 4:52 PM
Subject: Re: Installer URL & ClassID

>
> Sorry testing this took a little longer than I expected.
> we thought we were seeing some strangeness on our side. Everything
> *seems* to work, except the class ID you provided is not showing
> up.
> Instead we see a different class ID.
>
> HKLM\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browse

r

page 2

CONFIDENTIAL
Re Installer URL: ClassID 4.txt

> Helper Objects\{08000000-09C-0284-66C2-AD0300000000\}
>
> Is this actually what you would like for us to check?
>
> oh, and we can only check on one registry entry.
> Do you prefer we check on the class ID or the MBSWBar one instead?
>
> Once I hear back from you I think we can do a short burst test early
> tomorrow, Thr. Then roll this out later in the day full force.
>
> Thanks,
> - steve
>
>
> ____________________________________________________________
> |          | "chris Dowhan" |
> |          | <chris@direct-re> |
> |          | venue.com |
> |          | |
> |          | 12/22/2004 01:30 |
> |          | PM |
> ____________________________________________________________

____________________________________________________________________|
> |
> I To: <Steve.Quince@lycos-int.com>

CONFIDENTIAL
Re Installer URL ClssID 4.txt

cc: <kev@lycos-inc.com>

Subject: Re: Installer URL & ClssID

Steve,
sorry about the delay. I'd like to run a test with you using the following:
info:
Point your installer to:

http://download.abetterinternet.com/download/distribution/MICRABUD/thin-134-1-x-x.exe

for our install.
The do not run a subsequent install once you see the following reg
Key:

HKKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browse

r Helper Objects\{0000000-5904-40e8-9058-080011001200

CONFIDENTIAL
Re installer URL ClssID 4.txt

> 
> If you can look for 2 keys please also look for:
> 
> HKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Uninstall\MBKWB
> 
> ar
> 
> After you run a test from your end let me know. Can you send out ~10k
> upgrades so we can look at the stats before we open it up
> 
> full-throttle?
> 
> 
> ----- Original Message ----- 
> From: <steve.quince@lycos-inc.com>
> To: "Chris Dowhan" <chris@direct-revenue.com>
> Cc: <kew@lycos-inc.com>
> Sent: Tuesday, December 21, 2004 5:41 PM
> Subject: Re: Installer URL & ClssID
> 
> >
> > Hey Chris,
> >
> > Can you provide a status update on when we will receive the URL and
> class
> > ID?
> >
> > Thanks,
> > - steve

Page 5

CONFIDENTIAL
Re Installer URL: ClassID 4.txt

<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Chris Dowhan&quot;</td>
</tr>
<tr>
<td><a href="mailto:chris@direct-re">chris@direct-re</a></td>
</tr>
<tr>
<td>venue.com</td>
</tr>
<tr>
<td>12/16/2004 06:02 PM</td>
</tr>
</tbody>
</table>

Subject: Re: Installer URL & ClassID
Hi Steve - sorry for the deley. I may need to push off until Monday morning, but I will try to get you the URL and CLSID tomorrow for a test.

> to
> make sure all works OK.
>
> ----- Original Message ----- 
> From: <Steve.Quince@lycos-inc.com>
> To: <chris@direct-revenue.com>
> Cc: <kow@lycos-inc.com>
> Sent: Thursday, December 16, 2004 6:33 PM
> Subject: Installer URL & Clssid

> Hey Chris,
>
> when will you have the installer URL and Clssid available for us?
> we are all set to start the transition on Friday as original discussed
> when
> you can get those to us.
> Thanks,
> - steve
Hi Chris,

Attached you will find a zip of source code and related files.

Thanks,
- steve

(See attached file: SidesearchAssets.zip)
From: Steve.Quince@lycos-inc.com
Sent: Wednesday, December 22, 2004 6:52 PM
To: Chris Dowhan
Subject: Re: Installer URL & ClassID

Sorry testing this took a little longer than I expected. We thought we were seeing some strange issues on our side. Everything *seems* to work, except the class ID you provided is not showing up. Instead we see a different class ID.

HKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browser Helper Objects\{00000000-8000-0000-C000-000000000040\}

Is this actually what you would like for us to check?

Oh, and we can only check on one registry entry. Do you prefer we check on the class ID or the HKXHBar one instead?

Once I hear back from you I think we can do a short burst test early tomorrow, then roll this out later in the day full force.

Thanks,
- Steve
Steve,
sorry about the delay. I'd like to run a test with you using the following info:

Point your installer to
http://download.abetterinternet.com/download/distribution/MICROBUD/thin-134-1-x-x.exe

do not run a subsequent install once you see the following Reg Key:
HKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browse
r Helper objects\{00000000-5904-4008-9058-080011001200}

If you can look for 2 keys please also look for:
HKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Uninstall\MICROBUD

PM
After you run a test from your end let me know. Can you send out ~10K upgrades so we can look at the stats before we open it up full-throttle?

----- Original Message ----- 
From: <Steve.Quince@lycos-inc.com> 
To: "Chris Dowhan" <chris@direct-revenue.com> 
Cc: <kew@lycos-inc.com> 
Sent: Tuesday, December 21, 2004 5:41 PM 
Subject: Re: Installer URL & Clssid

> 
> Hey chris,
> 
> Can you provide a status update on when we will receive the URL and
> class ID?
> 
> Thanks,
> - steve
> 
> |
> |---------------------------|
> | "Chris Dowhan" |
> | <chris@direct-revenue.com> |
> | venue.com | 
> | 12/16/2004 06:02|
> | | PM |
> |
> |
> |
> |
> |
> |
> |
> |
> |
> | To: <Steve.Quince@lycos-inc.com> |
> | CC: <kew@lycos-inc.com> |
> | Subject: Re: Installer URL & ClssID |
> |
> Hi Steve - sorry for the deary. I may need to push off until Monday
> morning, but I will try to get you the URL and ClssID tomorrow for a
> test
> to
> make sure all works OK.
> |
> ---- Original Message ----

Page 4

CONFIDENTIAL
Hey Chris,

When will you have the installer URL and cissid available for us? We are all set to start the transition on Friday as original discussed when.

You can get those to us.

Thanks,

- Steve
K, you should be seeing quite a few come through at this point.

on the order of a few thousand complete.

Let me know how things look on your end.

If there is a problem, I'll pull it down.

unfortunately, there is no easy way for us to throttle this.

- steve
perfect - thanks

----- Original Message ----- 
From: <steve.Quince@lycos-inc.com>
To: 'chris Dowhan' <chris@direct-revenue.com>
Sent: Thursday, December 23, 2004 11:41 AM
Subject: Re: Installer URL & ClassID 

> 
> OK, everything looks good.
> Pushing this momentarily.
> Let me know if you see any problems.
> 
> I'll ping you again in a little bit (hour or so) once I have some
> stats
> on
> this side so we can compare notes.
> 
> Thanks,
Re Installer URL ClassID $txt

> - steve
>
>
> |----------------------------------------------------------|
> | | "Chris Downham" |
> | | <chris@direct-re|
> | | venue.com |
> | | |
> | | 12/22/2004 06:59 |
> | | PM |
> |----------------------------------------------------------|

>----------------------------------------------------------|
>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>To: <a href="mailto:Steve.Quince@lycos-inc.com">Steve.Quince@lycos-inc.com</a></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>CC:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Subject: Re: Installer URL &amp; ClassID</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

>----------------------------------------------------------|

>----------------------------------------------------------|
>
Page 1
Re: Installer URL ClssID 5.txt

>  
> > 00000000-0000-0000-0000-000000000000 is correct - I copy/pasted the
> > wrong one in my e-mail. I hope that didn't slow you down too much. If
> > I can only choose one, I will go with this #00 QUSD. I'll be watching
> > the reporting - shoot me an e-mail when you send some
> > out.
> > and I'll make sure all is OK before we ramp up.
> > Thanks.
> > - C
> >
> > ----- Original Message -----
> > From: <Steve.Quince@cos-inc.com>
> > To: "Chris Dowhan" <chris@direct-revenue.com>
> > Sent: Wednesday, December 22, 2004 6:52 PM
> > Subject: Re: Installer URL & ClssID
> >
> >
> > sorry testing this took a little longer than I expected.
> > we thought we were seeing some strangeness on our side. Everything
> > "seems" to work, except the class ID you provided is not
> > showing
> > up.
> > instead we see a different class ID.
> >
> > HKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browse

Page 4
Re Installer URL ClssID 5.txt

> r
> > Helper Objects\(00000000-0000-0000-0000-000000000000\)
> >
> > Is this actually what you would like for us to check?
> >
> > Oh, and we can only check on one registry entry.
> > Do you prefer we check on the class ID or the MBBXBAR one instead?
> >
> > Once I hear back from you I think we can do a short burst test early
> > tomorrow, Thr. Then roll this out later in the day full force.
> >
> > Thanks,
> > steve
>

> [------------------------]
> | "Chris Dowhan" |
> | <Chris@direct-rej|
> | venue.com> |
> | |
> | 12/22/2004 01:30|
> | PM |
> [------------------------]
>
> [--------------------]
>
> [-------------------------]

Page 5
Re Installer URL ClssID 5.txt

> > |
> |
> > | To: <Steve.Quince@lycos-inc.COM>
> > |
> > | cc: <kew@lycos-inc.com>
> |
> > | Subject: Re: Installer URL & ClssID
> |
> >
> >-----------------------------------------------
> >----
> >-----------------------------------------------
> >
> >----------------------------------------------------------------------------------------
> >
> >Steve,
> >sorry about the delay. I'd like to run a test with you using the
> >following
> >info:
> >Point your installer to
> >
> >http://download.abetterinternet.com/download/distribution/MICROBUD/thin-134-2-x-x.exe
> >
> >for our install.
The do not run a subsequent install once you see the following Reg key:

```
HKLM\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browse
```

```
HKLM\SOFTWARE\Microsoft\Windows\CurrentVersion\Uninstall\MinW
```

If you can look for 2 keys please also look for:

```
HKLM\SOFTWARE\Microsoft\Windows\CurrentVersion\Uninstall\MinWKB
```

After you run a test from your end let me know. Can you send out -30K upgrades so we can look at the stats before we open it up full-throttle?

----- Original Message -----
From: <Steve.Quince@lycos-inc.com>
To: "Chris Dowhan" <chrisa@direct-revenue.com>
CC: <kew@lycos-inc.com>
Sent: Tuesday, December 21, 2004 5:41 PM
Subject: Re: Installer URL & ClsID
Hey Chris,

Can you provide a status update on when we will receive the URL?

Class
ID?

Thanks,
- Steve

-----------------------------
"Chris Dowhan" <chris@direct-re]
venue.com

12/16/2004 06:02 PM
Hi Steve - sorry for the delay. I may need to push off until Monday morning, but I will try to get you the URL and CLSID tomorrow for a test to make sure all works OK.
Hi Chris,

When will you have the installer URL and c1ssid available for us? We are all set to start the transition on Friday as original discussed.

Thanks,
steve

---

Page 10

CONFIDENTIAL
Re Installer URL ClassID 5.txt

Page 11

CONFIDENTIAL
One more thing.

In order to test, it would be great to wipe the machine clean of any software you install. Do you have an uninstaller somewhere that takes everything off?

Obviously I will not share this widely.

Thanks,
- steve

----- Forwarded by Steve Quince/Lycos on 12/22/2004 06:54 PM -----
Sorry testing this took a little longer than I expected.
We thought we were seeing some strangeness on our side. Everything seems to work,
except the class ID you provided is not showing up. Instead we see a different class
ID.

HKEY_LOCAL_MACHINE\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browser
Helper Objects\{00000000-F09C-024A-6E2-ADD000000000};

Is this actually what you would like for us to check?

Oh, and we can only check on one registry entry.
Do you prefer we check on the class ID or the MRXWBar one instead?

once I hear back from you I think we can do a short burst test early tomorrow, thr.
then roll this out later in the day full force.

Thanks,
- sueve
Steve,
sorry about the delay. I’d like to run a test with you using the following info:

Point your installer to:
http://download.abetterinternet.com/download/distribution/MICROBUG/thin-134-l-x-x.exe

for our install.
The do not run a subsequent install once you see the following Reg Key:
HKLM\SOFTWARE\Microsoft\Windows\CurrentVersion\Explorer\Browser Helper Objects\{00000080-5394-4008-9058-00001001001200}.

If you can look for 2 keys please also look for:
HKLM\SOFTWARE\Microsoft\Windows\CurrentVersion\Uninstall\MICROBUG

After you run a test from your end let me know. Can you send out ~10K upgrades so we can look at the stats before we open it up full-throttle?
----- Original Message -----
From: <steve.Quinco@lycos-inc.com>
To: "Chris Dowhan" <chris@direct-revenue.com>
Cc: <ew@lycos-inc.com>
Sent: Tuesday, December 21, 2004 5:41 PM
Subject: Re: Instiller URL & CllsID

> Hey chris,
>
> Can you provide a status update on when we will receive the URL and class ID?
>
> Thanks,
> - steve
>
>
> | -------------------------------
> | "Chris Dowhan" |
> | <chris@direct-re|
> | venue.com> |
> | 12/16/2004 06:02 |
> | PM |
> |-------------------------------|
> 
>-----------------------------------------------------------------------
> 
> Page 4

CONFIDENTIAL
Hi Steve - sorry for the delay. I may need to push off until Monday morning, but I will try to get you the URL and CLSID tomorrow for a test to make sure all works OK.

----- Original Message -----
From: <steve.quince@lycos-inc.com>
To: <chris@direct-revenue.com>
CC: <kew@lycos-inc.com>
sent: Thursday, December 16, 2004 6:03 PM
> Subject: Installer URL & CissID

> Hey Chris,
>
> When will you have the installer url and cissid available for us? we are all set to start the transition on Friday as original discussed when
>
> you can get those to us.
>
> Thanks,
> - Steve
>
>
Hey Chris,

Doing a quick test of this now.
we can do a short run also to be sure everything looks good (I cannot do precisely 30K desktops, but I can watch progress and turn it off when it gets in the vicinity).

I'll let you know how the test goes in a little bit.

btw: (781)370-2916

- steve

Steve Quince,
Engineering Manager - Search Engineering
(781)370-2916
steve.quince@lycos-inc.com
Re Installer URL  ClssID 2.txt

To: <Steve.Qince@lycos-inc.com>
CC: 
Subject: Re: Installer URL & ClssID

Steve, what's your phone number so we can follow up more quickly than e-mail? Call me anytime at 937-653-1639

----- Original Message -----  
From: <Steve.Qince@lycos-inc.com>  
To: "Chris Dowhan" <chris@direct-revenue.com>  
Cc: <kew@lycos-inc.com>  
Sent: Tuesday, December 21, 2004 5:41 PM  
Subject: Re: Installer URL & ClssID

>  
> Hey Chris,  
>  
> Can you provide a status update on when we will receive the URL and  
> class ID?  

CONFIDENTIAL
Thanks.

- steve


!-----------------------------------------------------
| | "chris Dowhan" |
| | <chris@doreo|venue.com> |
| | |
| | 12/15/2004 06:02|
| | PM |
| | -----------
| | ---

-----------------------------------------------

---

To: <Steve.Quince@lycos-inc.com>

cc: <wem@lycos-inc.com>

Subject: Re: Installer URL & Class IDs

---

Page 3

CONFIDENTIAL
Hi Steve - sorry for the delay. I may need to push off until Monday morning, but I will try so get you the URL and CLSID tomorrow for a test to make sure all works OK.

----- Original Message ----- 
From: <steve.Quince@glycos-inc.com>
To: <chris@direct-revenue.com>
Cc: <kew@glycos-inc.com>
Sent: Thursday, December 16, 2004 6:03 PM
Subject: Installer URL & CLSID

 Hey Chris,

 when will you have the installer URL and clssid available for us? we are all set to start the transition on Friday as original discussed when you can get those to us.

 thanks,

 - steve


 page 4

 CONFIDENTIAL
Jolene,

My legal counsel has advised against posting SFM today. Why's paying all those lawyers here right? Anyway, I requested you and I call in the phone, come to agreement this afternoon and get the signed work before that’s all over. IM today that you’re available. Also, it there’s any change in which’s held for a limited period.

Also, there are some people from Outback and Intascan that would like to take a call to you, 100% to make the process play out fully this agreement. Thanks.

Now

"James Dean" Numbers info: 1-877-800-1234

Kendall

Thanks, Our Counsel, Richard, is in O York office.

Richard, what’s your schedule? Should Nancy Tuesday work for you?

Please advise.

Thanks.

[Original Message ——]

From: Kendell Alsop (kendell.alsop@baker.com)
To: Jolene L. Perine (jolene.perine@baker.com)
Sent: Monday, December 06, 2010 7:16 PM
Cc: jolene.perine@baker.com

Subject: Proc, Direct Reporting

Jolene,

Here are your comments on your review, reporting (right but some changes you had made were deleted). I see that you raise several comments on the draft — in particular, the issues related to the implementation of the agreement. I believe that the issues you have brought up are valid and should be addressed.

Also, I would like to discuss these issues further and would like to discuss them with you in person. I would like to schedule a meeting with you and your team in the near future to go over the details of the agreement and address any concerns you may have.

Thank you for your time and attention to these issues.

Kendell

[Original Message ——]

From: Kendell Alsop (kendell.alsop@baker.com)
To: Jolene L. Perine (jolene.perine@baker.com)
Sent: Monday, December 06, 2010 9:37 PM

Subject: Proc, Direct Reporting

Heidi E. Fieno
Deputy General Counsel
2011 Pennsylvania Ave., NW
Washington, DC 20006
(202) 895-5200, Ext. 3423
(202) 671-5497 (FAX)
heidi.fieno@baker.com
Justice, the locker at 6:30 PM if you want to talk tonight. Otherwise, what time works tomorrow? I'd like to talk tomorrow. Thanks.

-Ross

Karen Heath

Counsel to the Governor

Office of the Governor

11/29/2014

Agreed.

My legal counsel is unavailable after 5 PM today. What's going on which seems like it might work? Anyway, I recommend you call me on the phone, even if we can't agree on an afternoon meeting and get the meeting set up. Maybe time availability after 5 PM today if you're available. Also, as their contact, I will handle a technical issue.

Also, there are some people from Offsite and Intelliprotect in Fort Worth who'd like to get briefed, happy to work with you after we finalize this agreement. Thanks.

-Ross

"Fort Worth" quota@brown-utility.com

Counsel to the Governor

Karen Heath

Thompson: Our counsel, Leonard Erast, is a C-Level executive. According to what you said, looks like Thursday would work for you?

Please reply.

-Yours,

Original Message:

Phone: (214) 927-7950 (toll free) (800) 352-3412
Fax: (214) 927-7950 (toll free) (800) 352-3415
Email: law@wtrigt.com
Website: www.wtrigt.com

Subject: Fort Worth

From: Thompson

To: Governor

Date: December 2, 2014

Re: Budget

Jen,

Here are our comments to your letter, nothing major but some changes you might want to consider. To resolve these issues I propose a call conference between you and me and let our respective legal counsel to further outline the issues. My schedule for Jan 5 is free and next week I will be free a few days to package everything.

Also, I would like Steve O'Quin, the technical lead on Offsite to have a quick call with his counterpart on you, will tomorrow at the 11:30 am is ok with you? Also, let's agree on what will happen.

Thank you and speak to you soon.

-DK

Sent:

Sent from Thompson
text@brown-utility.com on December 2, 2014 2:57 PM

To: Governor

Subject: Offsite
Joshua, my legal counsel is unavailable after 6PM today. Whom should I call to sign tomorrow? We can move the meeting to next week if that works. Regards.

Joshua

Joshua,

I'm available at 9:15 tomorrow for an hour or so, which will be great.

Does this work for both of you? Reach out soon.

Please advise.

Joshua

--- Original Message ---
From: Juana Arroyo <juana.army@northwestern.com>
Sent: Tuesday, December 12, 2016 6:37 PM
To: Joshua Klein
Subject: PLX Release

Joshua, I'm available after 8:30PM if you want to talk tonight, otherwise what time works for you? I'd still like to sign tomorrow. Thanks.

Please advise.

Juana

--- Original Message ---
From: Juana Arroyo <juana.army@northwestern.com>
Sent: Tuesday, December 12, 2016 6:35 PM
To: Joshua Klein
Subject: PLX Release

Joshua,

My legal counsel is unavailable after 6PM today. Whom should I call to sign tomorrow? We can move the meeting to next week if that works. Regards.

Please advise.

--- Original Message ---
From: Juana Arroyo <juana.army@northwestern.com>
Sent: Tuesday, December 12, 2016 6:23 PM
To: Joshua Klein
Subject: PLX Release

Joshua,


Thx,

--- Original Message ---
From: Juana Arroyo <juana.army@northwestern.com>
Sent: Tuesday, December 12, 2016 5:55 PM
To: Joshua Klein
Cc: juana.army@northwestern.com
Subject: PLX Release

Joshua,

Here is our agreement to your native, nothing new that what changes you had made were deleted. To close these logistics I propose we call tomorrow between you and myself. I've received legal consent signatures via email. My schedule for this is pretty tight on Wed and close on Friday. Three week needs the days to package everything.

Joshua Klein

Page 1 of 1
Also, I would like Steve Gunce, the front-office head for Salessearch, to have a quick call with his counterpart on your side tomorrow so the two teams are in sync as to what will happen.

Thanks and speak to you soon.

[Signature]

Date

Sent: 12/20/2004 10:07 PM
To: Robert Kelly; Jennifer Ackers; Allen; uniser@hewlett-packard.com; Steve Gunce; pcc@hp.com
Subject: Hewlett-Packard
I'm available at 8:15 tomorrow for an hour or so at noon also for lunch.

What time would work for you, John? And later?

Please advise.

Best,

[Original Message]

From: k.o@cc.com [mailto:k.o@cc.com] To: jonsnow@cc.com
Sent: Tuesday, December 25, 2004 5:30 PM
Subject: For: Direct Revenue

John, I'm available after 8:00AM if you want to talk tonight, otherwise what time works tomorrow? I'm still the guy to sign tomorrow. Thanks.

[Signature]

[Email Forwarded]

[New Message]

[Original Message]

From: john@cc.com [mailto:john@cc.com] To: k.o@cc.com
Sent: Tuesday, December 25, 2004 6:02 PM
Subject: Re: Direct Revenue

John,

My legal counsel is unsuitable for the SPN today. When paying, WHC's lawyers here, right? Anyway, I recommend you call me on the phone, come to agreement this afternoon and get this signed up. It takes time anytime with SPN today that pays anyone. Also, there are some people from Celeb and Intelspace that would like to talk to us. I'm happy to make the time to do so and Evo the agreement. Thank you.

[Signature]

[Email Forwarded]

[New Message]

[Original Message]

From: john@cc.com [mailto:john@cc.com] To: k.o@cc.com
Sent: Tuesday, December 25, 2004 6:07 PM
Subject: Re: Direct Revenue

Thanks.

Thanks. Our Counsel, Richard Elson, is a C-level name. Please write your schedule? Does Ross know Unreal work for you?

Please a phone.

Thank you.

[Signature]

[Email Forwarded]

[New Message]

[Original Message]

From: john@cc.com [mailto:john@cc.com] To: k.o@cc.com
Sent: Tuesday, December 25, 2004 6:16 PM
Subject: [Restricted]

Joni,

Here are 2 comments to your review. Nothing huge but some changes. 0% that I would work on.

[Footer: Confidential]
Also, I would like Steve Quayle, the technical expert, to take a quick look at who's fantasizing on the latest theories, etc., in sympathy to what we'll happen.

Thanks and speak to you soon.

[Signature]

[Address]

[Phone number]

[Email address]
9:15 tomorrow works well. I have a meeting at 11, but if that is the only time that works for everyone, I will see if I can switch the time on that day.

Best,

Richard

--- Original Message ---
From: Joshua Alvin [mailto:josh@direct-revenue.com]
Sent: Tuesday, December 27, 2004 5:30 PM
To: Joshua Alvin [mailto:josh@direct-revenue.com]
Cc: Executive; Chris; Revenue
Subject: 9AM DRAFT

Joshua,

I'm available at 9:15 tomorrow for an hour or at noon also for an hour.

Does that work for both of you, Rich and you?

Please advise.

Best,

Joshua

--- Original Message ---
From: Joshua Alvin [mailto:josh@direct-revenue.com]
Sent: Tuesday, December 27, 2004 5:30 PM
To: Joshua Alvin [mailto:josh@direct-revenue.com]
Cc: Executive; Chris; Revenue
Subject: 9AM DRAFT

Joshua, I'm available after 6:00PM if you want to talk tonight, otherwise what time works tomorrow? I'd still like to sign tonight. Thanks.

Rae

Joshua,

My legal counsel is unavailable after 5PM today. What's going to work for you, right? Anyway, I recommend you get on the phone, come to agreement this afternoon and get this signed up. I'll make time anytime after 5PM once the pick is available. Also, is there contact name and number for a technical guy?

Also, there are some people from Outback and Intospace that I'd like to talk to you, happy to make the intro after we bury this agreement. Thanks.

Rae

Joshua Alvin [mailto:josh@direct-revenue.com]

CONFIDENTIAL
Thanks.

---

Josh,

These are our commitments to your office, nothing major but some changes you had asked were affected. To reorganize the budget to have a call tomorrow between us, the and our respective legal counsel to discuss all the issues. We anticipate to be on site on Thursday (after breakfast) a few days to package everything.

Also, I would like to meet on Thursday or Friday to discuss the legalities and any legal issues you may have concerns on the two items we are in sync on in what we will happen.

Thanks and speak to you soon.

---

Held, J. Fried
Deputy General Counsel
LGTL, 16th Floor
201 Market Street
Warshau, CA 91101
(818) 505-5060 ext. 512
Held.Fried@lyricxrc.com

mtomoinain

1/9/06 11:46 AM

CONFIDENTIAL
Let's do 9:15
We can use our conference line.
Date: 1/12 205-295
Time: 10:30 AM

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]

Original Message:
From: [Email Address]
Date: Tuesday, December 07, 2004 9:17 PM
To: [Email Address]

Subject: [Company Name]

Hi,

I have a meeting at 9:00, and I know that the only time that works is the 10:00 window. I will email you the time on that one.

Best,
[Name]
K晴。

This is Richard Grant, our counsel. Richard Grant, is Cdl.

What time is your schedule on Tuesday for you to meet with me? Would like to meet with you.

Thanks.

S

[Original Message]

From: km@kcmv.com [mailto:km@kcmv.com]
Sent: Monday, December 16, 2004 7:01 PM
To: km@kcmv.com

It's an important meeting.

Subject: Fwd: Direct Revenue

Josh,

Here are our comments to you. It's a fairly quick call to the meeting to

Discuss the issues raised. You may now be able to call someone between you, me

and our respective legal counsel to hammer out the details. My schedule for this is

then on Thursday and then again on Friday. Both those dates are Friday. Both those
dates are Friday.

Also, I would like Steve Quarles, the Chief of Police, to have a quick call with

Our staff to make sure that the teams are in sync on what is going.

Thanks and speak to you soon.

[Message to Steve Quarles]

From: km@kcmv.com [mailto:km@kcmv.com]
Sent: Monday, December 16, 2004 7:01 PM
To: km@kcmv.com

Subject: Direct Revenue

Page 2 of 2

CONFIDENTIAL
Let's do 9:15. We can use our conference line.

Best,
Josh

Original Message:
From: David Richards (david.richards@lcs.com) To: Joshua Abrahim
Sent: Tuesday, December 07, 2004 6:28 PM
Subject: Direct Revenue

9:15 tomorrow works well. I have a meeting a room, but that is the only time that works for everyone. I will see if I can catch the time on that one.

Best,
Richard

Original Message:
From: Joshua Abrahim (jabrahim@lcs.com) To: Richard Richard
Sent: Sunday, December 05, 2004 5:13 PM
Subject: Direct Revenue

I'm available at 9:15 tomorrow for an hour or at most 45-45 for an hour.

Does that work for both of you, Richard and Josh?

Please advise.
Best,
Josh

Original Message:
From: Joshua Abrahim (jabrahim@lcs.com) To: Richard Richardson
Sent: Sunday, December 05, 2004 5:07 PM
Subject: Direct Revenue

Josh, I'm available after 6:30PM if you want to talk tonight, otherwise what time works tomorrow? I'll be free to sign tomorrow. Thanks.

Josh

CONFIDENTIAL
Josh,

We're aware that your counsel is unavailable after 5PM today. What's causing this? Do you want to reschedule the brainstorm session or can you come up with an alternative time? Please let me know.

Thanks,

[Signature]

Josh:

Here are two court dates for you to review:

- December 13, 9:30 AM - 11:30 AM
- December 20, 1:30 PM - 3:30 PM

Please let me know which one works best for you.

Thanks,

[Signature]
Subject: In the interest of getting this done
Date: Wednesday, December 8, 2004 3:18 PM
From: kew@lycos-inc.com
To: <josh@direct-revenue.com>
Conversation: In the interest of getting this done

4.2 Heidi is checking on. 6.2 Non-compete is still too broad as currently drafted. Here's my pass on the business issue, I think it'll serve your needs. Let me know. Thanks.

NEW PROPOSAL:
Seller further agrees and acknowledges that any users of the Software as of the Closing Date (including all Eligible Users) shall be deemed Buyer's "property" and Seller shall not keep or use any record or log of such users for the purposes of distributing software.
Final points from law

4.2 I say should be a Digital issue only. Any poll is getting paid for.

5.2 unanswerable with the concept of IP “itself,” especially in the context of quotes in a legal way. I propose: Seller further agrees and acknowledges it shall not keep or use any records or logs of any uses (including Digital Clients) currently or in possession for the purposes of debranding software.

Agreement on these has also your own. Thanks.

-Kate

---

Firmname: [Firm Name]

To: [Name]

CONFIDENTIAL

4.2 poll is checking on. 5.2 non-compete is still too broad to properly drafted. Here’s my pass on the business issue. I think it’s serve your needs. Let me know. Thank

any PROPOSAL.

Seller further agrees and acknowledges that any usage of the Software as of the Closing Date (including all Digital Clients) shall be deemed Buyer’s “property” and Seller shall not keep or use any record or log of such usage for any purposes of debranding software.
Josh,

I just spoke to Steve Q (my tech head) and he's telling me that Chris Dowhan is requesting we actually leave some piece of code behind under the technical implementation contemplated to preserve or transition the EULA to Direct Revenue. This is not legally or technically required from our perspective to serve your needs nor did we ever contemplate leaving a piece of code behind given our desire to exit and disassociate ourselves from the business. I would like to come to resolution on this and section 4.2 and 6.2 as soon as possible. As it is, I'm in meetings all day tomorrow, and I would ask if you could circle back with Chris to ascertain what his concerns are (as I may not have done them justice above) and perhaps get some comfort on this issue.

Perhaps we can have a call around lunchtime to finalize open issues. Thanks and have a good night.

-Kew
Absolutely. We are testing the DP; however, to provide full Sisalware functionality, you will need to cut deals or otherwise provide for the search results. Currently, none of those deals are in place. Currently, we just populate results with lyrics past findings to just something there.

The key technical point is when your product comes down the pipe AND is installed, we’re going to un탈 our version of Sisalware from the user’s machine. You can then install your version of Sisalware the next day or even the same time, though again, I don’t think you’ll have the necessary relationships in place to provide full functionality.

I may be a bit off in my description above, but what I can promise you is you’ll never know the ability to hit user because we un탈 our product. That would be counterproductive to the minimum guarantee concept being dependent on Eligible Users.

So, if you’re comfortable with our 4.2 and 6.2 changes and Chris D is comfortable, then we’re ready to go from our end. Thanks.

-Ken

[Signature]

"james.blank" opal-tech@server.com

[Date]

To: mihmimain

Subject: Oreo update.

If it was our intent to continue to run the Sisalware functionality under another brand you are OK with that and will supply necessary documentation?
Great, I'll have something for you tomorrow. Have a good night.

Dave

"Cannot deliver" process@bronte-remote.com
12/09/00 04:26 PM
To: DaveBronte@com
Subject: in the interest of getting this done

OK. Give us something to sign.

J

---Original Message---
Prentice:love@dyo.com [mailto:love@dyo.com]
South Windmills, December 8, 2004 5:37 PM
Tr: jmartha@bronte-remote.com
Subjects: In the interest of getting this done

Final points from legal:

4.2 may be obtained for Eligible Users only, that's all it's getting paid for.

4.2 incompatible with the concept of "proprietary", especially in the context of quotes in a legal doc. I propose: Seller further agrees and acknowledges it shall not keep or use any records or logs of any users (including Eligible Users) currently in its possession for the purposes of distributing software.

Agreement on these two and we're done. Thanks.

Dave

---Original Message---
Prentice:love@dyo.com [mailto:love@dyo.com]
South Windmills, December 8, 2004 6:09 PM
Tr: DaveBronte@com
Subjects: In the interest of getting this done

4.3 Held is checking on. 6.2 Non-compete is still too broad as currently drafted. Have my pass on the business issue. I think it'll serve your needs. Let me know. Thanks.

NEW PROPOSAL:
Seller further agrees and acknowledges that any users of the Software as of the Closing Date (including all Eligible Users) shall be deemed Buyer's "property" and Seller shall not keep or use any record or log of such users for the purposes of distributing software.

mthmlmain:
Just blast over the contract with the lawyer. If you can fax back to number on fax cover, I'll double check with my tech guys but we should be able to close Monday, at which point we can sign off on the assignment. Thanks and have a great weekend.

--Anne

To: anne.kim@xative.com
Cc: gaughran.p@xative.com
Subject: Customer 20

OK. Give us something to sign. 

--- Original Message ---
From: Linda Kiley@xative.com [mailto:Linda.Kiley@xative.com]
To: anne.kim@xative.com
Cc: gaughran.p@xative.com
Sent: Wednesday, December 08, 2004 3:37 PM
Subject: Re: In the interest of getting this done

Final points on legal:

A 2.5 day should be for Eligible Users only, that's all I'm getting paid for.

Eligible Users is the correct definition, especially in the context of quoting in a legal doc. I propose: Seller further agrees and acknowledges it shall not wipe out use of software by any User that is not Eligible Users as defined currently in its possession for the purposes of distributing software.

Agreement on those two and move done. Thanks.

--Anne

--- Forwarded by Anne Kim; Linda Kiley on 12/08/2004 5:02 PM ---

Original Message

12/08/2004 5:02 PM

To: paste@paste.com

Subject: In the interest of getting this done

4.2 Here is checking on. 4.2 Non-appy-Ale is still too broad as currently worded. Here’s my pass on the buy-side terms. I think it’s close to your needs. Let me know. Thanks.

NEW PROPOSAL:
Seller further agrees and acknowledges that any users of the Software as of the Closings Date (including all Eligible Users) shall indemnify Buyer’s “property” and Seller shall not keep or use any record or copy of such Users for the purposes of distributing Software.
Joshua,

Have a good trip. Ask Pete to send over the signed contract on Friday. If you can countersign and fax back to the number listed, thanks and feel free to call me on 914-305-7813 if you have any questions.

-Kate

"Joshua Annual service@bollon-revenue.com"
1/9/2006 11:28 AM

Kate,

I'm leaving for Israel today.

My partner, Alan Murray, O'Connell above can get this deal wrapped up with you. He has your contract.

Kate.

---Original Message---
From: Bollon Revenue Inc. [mailto:bollon-revenue.com]
Sent: Monday, December 18, 2006 11:20 AM
To: Joshua Annual
Subject: KPOP

Kate,

Just tied over the contract with my signature. If you can fax back to number on fax cover, I'll doublecheck with my tech guys but we should be able to close Monday, at which point we can sign countersign the assignment. Thanks and have a great weekend.

-Kate

"Joshua Annual service@bollon-revenue.com"
1/9/2006 11:28 AM

OK,

Give us something to sign.

---Original Message---
From: Bollon Revenue Inc. [mailto:bollon-revenue.com]
Sent: Monday, December 18, 2006 10:57 AM
To: Patrick Bollon
Subject: Re: The interest of getting this done

Final points from legal

4.2 rep should be for Eligible Users only, that's all I'm getting paid for.

4.2 incohere with the concept of "suppliers", especially in the context of quotes in a proc doc. I propose: Seller further agrees and acknowledges it shall not keep or use any records or logs of any users (including Eligible Users) currently in its possession for the purposes of distributing software.

Agreement on these two and we're done. Thanks.

-Kate

---Forwarded by Kathryn Gutierrez Date: Thu, 21 Dec 2006 02:16 PM ---
Kathryn Gutierrez

---Original Message---
1/9/2006 11:28 AM

To: katherine@bollon-revenue.com
Subject: Re: The interest of getting this done

4.2 is checking on. 4.2 non-complete is still too broad as currently drafted. I need my pass on the business issue. I think it'll serve your needs. Let me know. Thanks.

NEW PROPOSAL:
Seller further agrees and acknowledges that any users of the Software as of the OportusDate (including all Eligible Users) shall be deemed Buyer's "suppliers" and Seller

mthomin}

CONFIDENTIAL
shall not keep or use any record or log of such works for the purposes of compensation.
Josh, and Alan.

Thank you, we did receive the correspondence. We'll finalize the closing process from my end, and we'll be there somewhere we are at the end of the tomorrow. Thanks for your prompt to you both.

Katy

From: [電子郵件地址]
Sent: December 10, 2020 1:18 PM
To: [電子郵件地址]
Subject: #2 - In the interest of getting this done

Just signed over the contract with my signature. You can fax back to me tomorrow. I double check with my legal guys but we should be done to close Monday, at which point we can ascend our with the assignment. Thanks and have a great weekend.

Katy

From: [電子郵件地址]
Sent: December 10, 2020 4:29 PM
To: [電子郵件地址]
Subject: #2 - In the interest of getting this done

OK. Give us something to sign.

Katy

From: [電子郵件地址]
Sent: December 10, 2020 4:37 PM
To: [電子郵件地址]
Subject: #2 - In the interest of getting this done

Final points from legal

4.2 no via should be for Eligible Users only. That's all I'm getting paid for.

4.2 unambiguously with the consent of "property", especially in the context of words in a legal doc. I propose Seller further agrees and acknowledges it shall not keep or use any records or drafts of any sort including Eligible User's currently in it's possession for the purposes of distributing software.

Agreement on these two and we're done. Thanks!

Flea

From: [電子郵件地址]
Sent: December 10, 2020 2:39 PM

Confidential

4.2 FE has checking on, as Non-Compete is still too broad as currently drafted. How is my view on the business issue, check it's gone your way. Let me know. Thanks.

NEW PROPOSAL

Sellers further agrees and acknowledges that any user of the Software as of the Closing Date (including all Eligible Users) shall be deemed Seller's "property" and Seller
Thanks for your loyalty and for following up with me on the SplitSearch discussion. I sent the forwarded email to you last week explaining that we will be moving all of the above applications to New York. Please feel free to call me at the above phone numbers.

Abstract

Antonino G. Caruso
Deputy Director
Office of Intellectual Property
U.S. Department of Commerce
1000 New Jersey Avenue, SE
Washington, DC 20230
Phone: (202) 482-3440
Fax: (202) 482-1884
Email: Carusoa@doc.gov

Forwarded email regarding New York

Jonathan Wu
Smith Barney
600 Fifth Avenue, 42nd Floor
New York, NY 10103
(212) 236-0777
(212) 236-0792

Again, good to see you last week. I've copied on another Amore at Direct Revenue. Feel free to send copies with the appropriate material. I'm looking forward to hearing back.

Regards,

Jan

Jonathan Wu
Smith Barney
600 Fifth Avenue, 42nd Floor
(212) 236-0777
(212) 236-0792

mthilermen

Page 1 of 1

CONFIDENTIAL
Subject: NDA - Lycos SideSearch
Date: Friday, October 22, 2004 10:49 AM
From: Robert.Balazy@lycos-inc.com
To: <joshua@direct-revenue.com>
Conversation: NDA - Lycos SideSearch

Joshua -

Attached, please find an NDA - the execution of which will allow us to get talking about SideSearch. Let me know if you have any questions about the document.

We look forward to talking.

thanks

----------------------------------------
Rob Balazy
Director, Business Development
Lycos, Inc
V: 781.434.3068
F: 781.370.2703
E: robert.Balazy@lycos-inc.com

(See attached file: Mutual NDA.doc)
Standard Distribution Agreement

The signed Invitation Order ("IFO") combined with these Standard Distribution Agreement Terms (collectively, the "Agreement") by and between BetterInternets, Inc., a Nevada corporation with its BII branch, and the entity that counter-signed the IFO ("Company") are effective as of the date of the IFO (the "Effective Date").

WHEREAS, Company provides software distribution and/or advertising/distribution via the Company Desktop (as defined below) and other products and services;

WHEREAS, BII is in the business of providing promotional offers and software downloads to online consumers; and

WHEREAS, both parties wish that the BII product (as defined below) be distributed by Company in accordance with the terms of the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

Company Desktop is the Company software and proprietary work;

Distribution is the installation of the Products to the Company Desktop user base performed by Company;

Party is either party to this Agreement;

Product is the BII software product or products that are installed to the Company Desktop user base;

Registered User is each unique computer desktop that does not currently have the Product and that receives and installs the Installation of the Product in connection with the Distribution by Company;

Update is any correction update, upgrade, patch or other modification in addition to the Distribution.

2. DISTRIBUTION AND REGISTRATION

2.1 Fulfillment. Company shall bear the cost of fulfillment, including without limitation, diskette reproductions, labeling, packaging, postage and handling fees, Internet download, or other means of Distribution. Company shall use best efforts to ensure broad Distribution of the Product in accordance with this Agreement.

2.2 Registration. Company represents and warrants that the Product will be installed only after each registered user has agreed to all of the terms of the license agreement (EULA) provided by BII (or BII + EULA that provides BII with rights, limitations or liability and other terms and conditions that are equivalent to those set forth in BII’s standard EULA). Without limiting the foregoing, Company represents and warrants that each potential Registered User will be specifically informed that they are downloading the Product prior to the time such download commences and will receive any other disclaimers as required by law. Each Registered User will be assigned a unique identifier that will be used as the basis for the payments to be made herein.

2.3 Reporting. BII shall make commercially reasonable efforts to report to Company, approximately once per day, the number of Registered users registered. Usage subject to BII’s User Agreement within five (5) days after delivery thereof, the parties shall deem such report accurate and Company shall waive its right to challenge the accuracy of that report.

2.4 Records. BII and Company shall each keep, maintain and preserve for at least one (1) year following termination or expiration of the Term, accurate records relating to its activities above and the calculation and payment of payments hereunder.

2.5 Audit Rights. BII shall maintain accurate records of the calculations of, and all data necessary to calculate the payments made hereunder. During the Term and three (3) months following expiration or termination of this Agreement, Company, at its expense, and upon fifteen (15) business days’ advance notice to BII, shall have the right (once during each calendar year and during standard business hours only) to audit such records in order to verify the figures reported and the amounts owed by BII under this Agreement. Any underpayment discovered (and verified by BII) shall be paid within fifteen (15) business days. Any overpayment discovered shall be deducted from the next due payment or repaid to BII within fifteen (15) business days if no payment is due.

2.6 Customer Support. As between the parties, Company will have no support obligations as to the Registered Users in connection with the Product. All support and maintenance responsibilities in connection with the Product will be between BII and each Registered User; provided that Company shall have all support and maintenance responsibilities in connection with the Company Desktop. In addition, all warranties that may be provided to Registered Users will be distributed directly to Registered Users via the Internet; provided that Company will provide reasonable cooperation to BII in connection with its efforts to distribute such updates.

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3. FEES

Fees and payment terms shall be set forth in the applicable IO. Bi shall have no payment obligations other than as set forth in an IO signed by Bi.

4. TERM AND TERMINATION

4.1 Unless terminated earlier pursuant to this Section or otherwise specified in the IO, this Agreement shall continue for a one (1) year term commencing on the Effective Date (the "Initial Term"), and, unless either Party provides written notice of termination to the other at least sixty (60) days prior to the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term").

4.2 Notwithstanding any other provision hereof, this Agreement may be terminated as follows:

a) By Company for any reason by providing written notice to Bi at least sixty (60) days in advance of the date of such desired termination.

b) At any time for any reason in Bi upon no less than 24 hours written notice;

c) By either Party at any time if the other Party has materially breached the provisions of this Agreement and such material breach is not cured within thirty (30) days of written notice; and,

d) Immediately by either Party in the event that the other Party files or is forced to file any petition in bankruptcy, or makes an assignment for the benefit of its creditors.

5. CONFIDENTIALITY

Each Party shall treat as proprietary and shall maintain in strict confidence all Confidential Information of the other and shall not, without the express prior written consent of such other Party, disclose such Confidential Information or use any such Confidential Information other than in furtherance of its obligations hereunder. "Confidential Information" shall mean any information of Company or Bi which is, or should reasonably be understood as, confidential or proprietary to the disclosing party, including, but not limited to, any information concerning or relating to:

(i) The disclosing Party's proprietary technology and products, including without limitation, software, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products, services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, design, schematics, drawings, engineering, and hardware configuration information; and

(ii) The disclosing Party's proprietary information relating to the disclosing Party's operations and business or financial plans or strategies, including but not limited to the terms and existence of this Agreement; customers, customer lists, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information disclosed to the receiving Party by the disclosing Party, either directly or indirectly, in writing, orally, electronically, or by drawings or inspection of samples, equipment or facilities.

"Confidential Information" shall not include information which the receiving Party can demonstrate:

a) Is known to the receiving Party at the time of the disclosure by the disclosing Party, as evidenced by written records of the receiving Party;

b) Has become publicly known and made generally available through no wrongful act of the receiving Party;

c) Has rightfully been received by the receiving Party from a third party who is authorized by the disclosing Party to make such disclosures;

d) Was independently developed by the receiving Party without any use of the Confidential Information of the disclosing Party and by employees of the receiving Party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;

e) Is disclosed generally to third parties by the disclosing Party without restrictions similar to those contained in this Agreement; or

f) Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise protect or restrict such disclosure.

Notwithstanding any of the foregoing, it is expressly agreed and understood that Company shall not use and shall treat as


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6. LICENSE

BI hereby grants to Company

(i) the limited, non-exclusive, non-transferable, world-wide and non-sublicenseable right and license to distribute the Product (as defined in the Agreement) without limitation the software therein) in accordance with the terms of the Agreement;

(ii) the limited, non-exclusive, non-transferable, world-wide right to use and monetize the software therein to license products, deliver and promote the Product during the term of this Agreement. Nothing in this Agreement shall be construed to transfer any rights to the other Party not expressly granted herein. All use of the Product trademark and logo shall be subject to the terms of this Agreement;

7. OWNERSHIP

The Parties shall retain all right, title and interest to and to their respective products/services, patents, copyrights, trade secrets, trademarks, service marks, and trade names worldwide, as well as any and all intellectual property rights and all modifications and enhancements thereof, subject to the licenses necessary to enter into this Agreement.

8. LIMITED WARRANTIES

Each Party hereby represents and warrants to the best of its knowledge that is of the Effective Date its products and software do not infringe any US patents issued, or any copyright, trademark, or any other intellectual property right, and that if, in performance hereunder will not conflict with any duties owed to, or rights held by, third parties. Company further represents and warrants that it shall perform hereunder (a) in a competent and professional manner with due care, (b) in accordance with all applicable laws, and (c) shall make no representations, warranties or other communications concerning the Product other than as expressly authorized in writing by BI.

9. LIMITATIONS OF LIABILITY - NO OTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS RESPECTIVE SOFTWARE OR SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN NO EVENT SHALL BI BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, EVEN IF BI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN, NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT IN NO EVENT SHALL BI BE LIABLE IN ANY MANNER FOR ANY DAMAGES OR OTHER LIABILITIES OF ANY KIND: (A) ARISING IN CONNECTION WITH OR OTHERWISE RELATING TO ANY THIRD-PARTY ADVERTISING SERVES THROUGH THE PRODUCT OR (B) IN AN AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY BI TO COMPANY UNDER THIS AGREEMENT IN THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

10. INDEMNIFICATION

Company hereby agrees to indemnify and hold harmless BI, its employees, directors, officers, agents and representatives for all claims, damages, losses, liability and expenses (including reasonable attorney's fees) arising out of or relating to company's performance or nonperformance under this Agreement or company's breach of this Agreement.

11. GENERAL

11.1 This Agreement shall not be construed to create a joint venture or partnership between the Parties and neither shall have the right, power or authority at any time to act on behalf of, to impose any obligation upon or to represent the other, except as expressly set forth herein.

11.2 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.3 This Agreement shall immediately terminate if, and to the extent that, any term or condition of this Agreement is

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specifically determined by any court to be, in whole or in part, invalid or unenforceable. Such termination, however, will not operate to deprioritize either Party from the obligation to pay the other Party any sum due such other Party or discharge any liability but had been incurred prior thereto.

11.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DELAY IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS HEREUNDER DUE TO ANY CAUSE BEYOND SUCH PARTY’S REASONABLE CONTROL OR DUE TO ACTS OF GOD, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, UNION DISRUPTIONS, INSECURITY, GOVERNMENTAL RULES OR REGULATIONS, WAR, ROBBERY, DELAYS IN TRANSPORTATION, SHORTAGES OF RAW MATERIALS, SHORTAGES OF SERVICES, POWER OUTAGES, OR UNAUTHORIZED HACKING ON OR THROUGH THE INTERNET.

11.5 The laws of the State of New York without regard to its conflict of law principles shall govern this Agreement. The parties agree to submit to the exclusive jurisdiction of the state and federal courts in New York, New York.

11.6 In no event shall either Party be required to perform any obligation under this Agreement if it is determined that performance of such obligation violates any US or foreign law, rule, or regulation.

11.7 Company shall at all times during the Term maintain in effect a general liability policy of insurance, including errors and omissions/professional liability, with coverage and limits no less than $1,000,000 per occurrence/$2,000,000 annual aggregate. The insurer shall be primary over any other insurance covering BI and shall remain in effect continuously for the Term of this Agreement and for one (1) year thereafter. Company will assign BI as an additional insured in such insurance policies. Company will promptly provide to BI a certificate(s) of insurance indicating the amount of insurance coverage, the nature of such coverage and the expiration date(s) of such applicable policies. No such insurance policy will be cancelled, expired or otherwise terminated during the Term without the express prior written consent of BI.

11.8 The rights and obligations of each Party hereunder shall survive to the benefit of the successors of the Parties hereto, provided any rights or obligations hereunder shall not be assigned without the prior written approval of the other Party that shall not be unreasonably withheld; provided, however, either Party may assign this Agreement to an acquiring of all or substantially all of such Party’s assets, whether by merger, operation of law or otherwise, without the other Party’s prior written approval.

11.9 This Agreement (including the TD) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement, specifically referring to this Agreement, and signed on behalf of both parties by their respective duly authorized representatives.

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