

EXHIBIT 6

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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

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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.

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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 subdistributor 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.

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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 unscrupulous 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

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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/ICMD 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 Doman and Chris Dowhan's e-mails. (DR 011536-DR 025799 and DR 160276-DR312206).

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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 userID's are generated for these legacy users. For example, (i) on a computer where there are multiple log-ins, multiple userID's 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" user ID; (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 codes 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

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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 than 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 Direct-Revenue 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

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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:

Year	Month	Total
2003	7	959,724
2003	8	752,080
2003	9	590,086
2003	10	681,964
2003	11	583,881
2003	12	607,273

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2004	1	660,606
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	139,022
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:

Month of 2005	4	5	6	7	8	9	10	11	12
No of Installs	111	16,426*	1,088	558	648	345	430	475	189

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* 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.

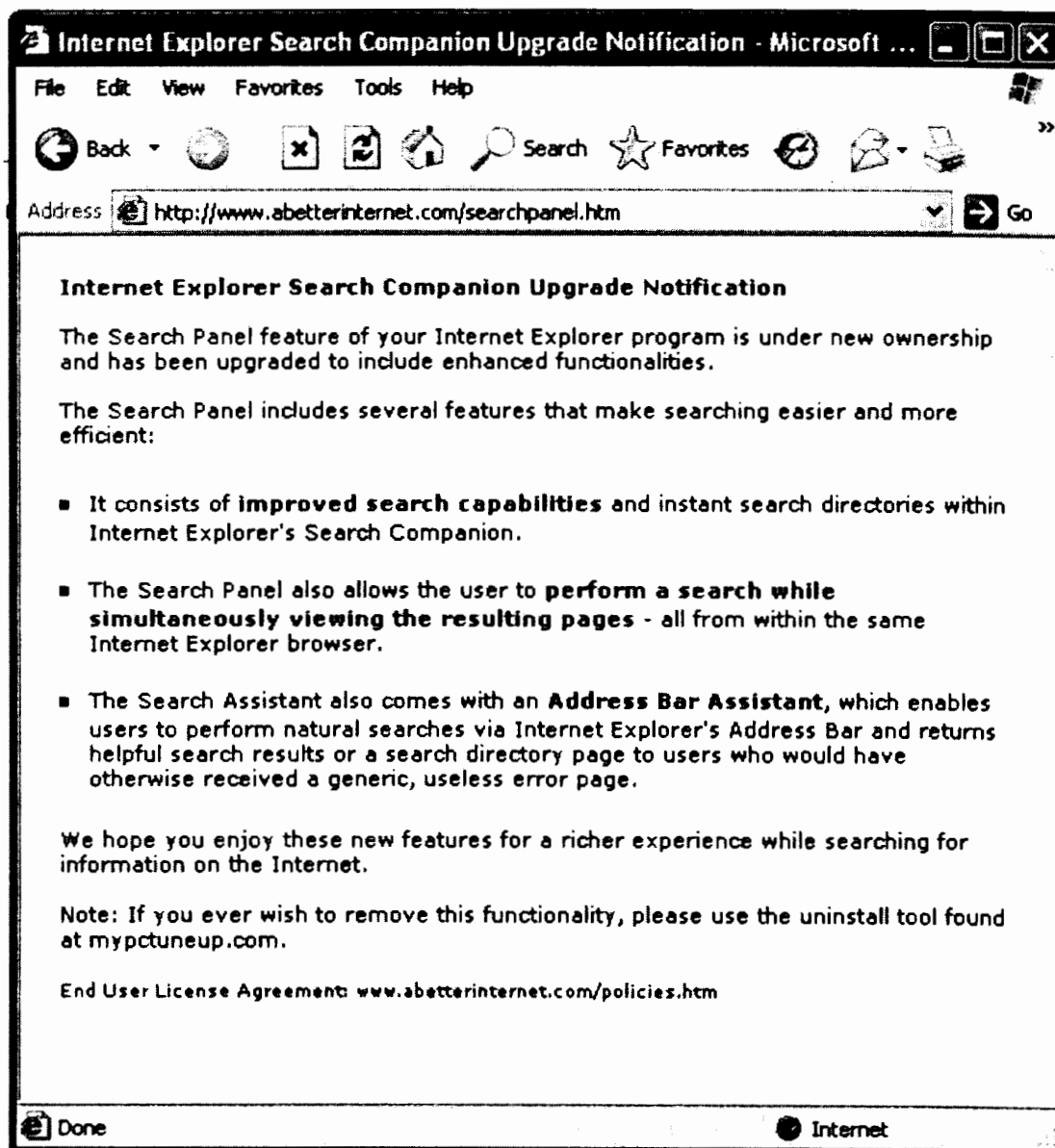
Response to Question 7.

Lycos and DirectRevenue provided notice and an opt-out opportunity to its users as part of their upgrade of the Lycos' sideseach 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 sideseach toolbar with an installer that was meant to remove Lycos' sideseach 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:

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The code that provided this notice is attached as Exhibit 6. The e-mail correspondence that DirectRevenue 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, DirectRevenue 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, screensavers, etc.) that communicates with DirectRevenue'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)

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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 Thinstaller 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 to 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

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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 autopop), (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 communicated 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

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CVA (i.e., direct distribution)

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.

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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 in a WISE installer.

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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 is 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 “trafficking 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 your letter 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

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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 DR000001 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.

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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.

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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

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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

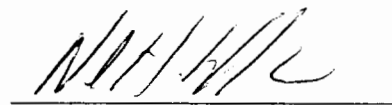
Direct Revenue hopes that the information provided in this letter is responsive to your questions. Please do not hesitate to contact us if you would like any further information.

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 received a FOIL request for disclosure of this letter, DirectRevenue should have the benefit of all protections by § 89(5) of FOIL.

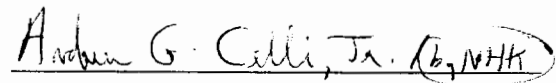
Sincerely,

Neal H. Klausner

Andrew G. Celli, Jr.



Davis & Gilbert LLP



Emery Celli Brinckerhoff & Abady LLP

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Exhibit 1

Question 2

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 targeting 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 off

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
for
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

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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 Stanghed" <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>; "Khan Reza" <reza@direct-revenue.com>

Cc: "Sathish Dhinakaran" <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

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Exhibit 2 (cont)

Subject: Re: counts for kz515
Date: Sat, 7 May 2005 00:06:16 +0000 GMT
From: Raffi <raffi@mycingular.blackberry.net>
Reply-To: raffi@direct-revenue.com
To: Rodney Hook <rod@direct-revenue.com>, Raffi Minassian <raffi@direct-revenue.com>, Daniel Doman <ddoman@direct-revenue.com>

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

heres the numbers on this kz515 user base. looks like theres only around 1000 users per day right now.

[rod@et02 bsd_pay]\$./daily_summary_dist.sh "8|3|0|0|THIN-8-3-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

	TOTAL	US	INTL	NEW	NEW_US	NEW_INTL
2005-05-05	935	887	48	6	5	1
2005-05-04	973	919	54	2	2	0
2005-05-03	975	920	55	2	2	0
2005-05-02	1035	980	55	3	3	0
2005-05-01	931	895	36	2	1	1
2005-04-30	880	836	44	1	1	0
2005-04-29	921	866	55	3	3	0
2005-04-28	1139	1079	60	3	1	2
2005-04-27	1288	1222	66	5	5	0
2005-04-26	1361	1292	69	3	3	0
2005-04-25	1384	1312	72	4	4	0

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2005-04-24	1273	1201	72	7	6	1
2005-04-23	1334	1253	81	7	6	1
2005-04-22	1518	1437	81	4	3	1
2005-04-21	1688	1601	87	9	8	1
2005-04-20	1759	1667	92	17	14	3
2005-04-19	1899	1801	98	15	13	2
2005-04-18	2084	1972	112	26	24	2
2005-04-17	2059	1963	96	37	35	2
2005-04-16	2453	2320	133	503	465	38
2005-04-15	2801	2623	178	717	642	75
2005-04-14	3104	2923	181	831	751	80
2005-04-13	3433	3263	170	1077	999	78
2005-04-12	4505	4329	176	2042	1982	60
2005-04-11	3570	3417	153	1140	1081	59
2005-04-10	3519	3358	161	1346	1286	60
2005-04-09	3116	2979	137	1088	1036	52
2005-04-08	4128	3994	134	1972	1933	39
2005-04-07	3848	3704	144	2115	2076	39
2005-04-06	2247	2089	158	547	508	39
+-----+-----+-----+-----+-----+-----+						

=====

The Following is the Number of Transponders that
have been acquired by 8|3|0|0|THIN-8-3-X-X.EXE

+-----+-----+-----+		
TOTAL	US	INTL
+-----+-----+-----+		
49259	46640	2619
+-----+-----+-----+		

=====

=====

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

+-----+-----+-----+		
COUNTRY	COUNT	PERCENTAGE
+-----+-----+-----+		

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UNITED STATES	887	94.87
CANADA	10	1.07
THAILAND	6	0.64
UNITED KINGDOM	5	0.53
GERMANY	3	0.32
BULGARIA	3	0.32
INDIA	3	0.32
MEXICO	2	0.21
NETHERLANDS	2	0.21
FINLAND	1	0.11
IRAN	1	0.11
PANAMA	1	0.11
FRANCE	1	0.11
UKRAINE	1	0.11
ITALY	1	0.11
PHILIPPINES	1	0.11
PORTUGAL	1	0.11
HAITI	1	0.11
MOZAMBIQUE	1	0.11
ROMANIA	1	0.11
+-----+-----+		

=====

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

+-----+-----+		
COUNTRY	CNT	PERCENTAGE
+-----+-----+		
UNITED STATES	5	83.33
GERMANY	1	16.67
+-----+-----+		

=====

The Following Table shows a distribution by build number
for Transponders Checking in on 2005-05-05
Top 20 Builds are listed

+-----+-----+-----+				
BUILD	CNT	PERCENTAGE	US	INTL
+-----+-----+-----+				
0.13.4.92	934	99.89	886	48
BLANK	1	0.11	1	0

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+-----+-----+-----+-----+

=====

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

+-----+	+-----+	+-----+	+-----+	+-----+
BUILD	CNT	PERCENTAGE	US	INTL
+-----+	+-----+	+-----+	+-----+	+-----+
0.13.4.92	6	100.00	5	1
+-----+	+-----+	+-----+	+-----+	+-----+

[rod@et02 bsd_pay]\$ ssh

Subject: Re: counts for kz515

Date: Sat, 7 May 2005 17:13:50 -0400

From: Daniel Doman <dan@direct-revenue.com>

To: Rodney Hook <rod@direct-revenue.com>

CC: Raffi Minassian <raffi@direct-revenue.com>

References: <1372353315-1115437852-cardhu_blackberry.rim.net-31887-@engine70> <427CC6A1.60401@direct-revenue.com> <be4fd9c2f0f47dd1a6599ad3669e18b6@direct-revenue.com> <427D2823.3010704@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 8|3|0|0|THIN-8-3-X-X.EXE

+-----+-----+-----+

| TOTAL | US | INTL |

+-----+-----+-----+

| 49259 | 46640 | 2619 |

+-----+-----+-----+

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.

- dan -

-----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

heres the numbers on this kz515 user base. looks like theres only around 1000 users per day right now.

```
[rod@et02 bsd_pay]$ ./daily_summary_dist.sh "8|3|0|0  
|THIN-8-3-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_INTL:The Number of Non-US Clients checking in for First Time

+-----+-----+-----+-----+-----+-----+

| CHECKIN_DATE | TOTAL | US | INTL | NEW |
NEW_US | NEW_INTL |

+-----+-----+-----+-----+-----+-----+

| 2005-05-05 | 935 | 887 | 48 | 6 | 5 | 1 |

| 2005-05-04 | 973 | 919 | 54 | 2 | 2 | 0 |

| 2005-05-03 | 975 | 920 | 55 | 2 | 2 | 0 |

| 2005-05-02 | 1035 | 980 | 55 | 3 | 3 | 0 |

2005-05-01	931	895	36	2	1	1
2005-04-30	880	836	44	1	1	0
2005-04-29	921	866	55	3	3	0
2005-04-28	1139	1079	60	3	1	2
2005-04-27	1288	1222	66	5	5	0
2005-04-26	1361	1292	69	3	3	0
2005-04-25	1384	1312	72	4	4	0
2005-04-24	1273	1201	72	7	6	1
2005-04-23	1334	1253	81	7	6	1
2005-04-22	1518	1437	81	4	3	1
2005-04-21	1688	1601	87	9	8	1
2005-04-20	1759	1667	92	17	14	3
2005-04-19	1899	1801	98	15	13	2
2005-04-18	2084	1972	112	26	24	2
2005-04-17	2059	1963	96	37	35	2
2005-04-16	2453	2320	133	503	465	38
2005-04-15	2801	2623	178	717	642	75
2005-04-14	3104	2923	181	831	751	80
2005-04-13	3433	3263	170	1077	999	78
2005-04-12	4505	4329	176	2042	1982	60
2005-04-11	3570	3417	153	1140	1081	59
2005-04-10	3519	3358	161	1346	1286	60
2005-04-09	3116	2979	137	1088	1036	52
2005-04-08	4128	3994	134	1972	1933	39
2005-04-07	3848	3704	144	2115	2076	39
2005-04-06	2247	2089	158	547	508	39
+-----+-----+-----+-----+-----+-----+

=====

The Following is the Number of Transponders that
have been acquired by 8|3|0|0|THIN-8-3-X-X.EXE

+-----+-----+-----+

TOTAL	US	INTL
49259	46640	2619

+-----+-----+-----+

=====

=====

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

+-----+-----+-----+

COUNTRY	COUNT	PERCENTAGE
UNITED STATES	887	94.87
CANADA	10	1.07
THAILAND	6	0.64
UNITED KINGDOM	5	0.53
GERMANY	3	0.32
BULGARIA	3	0.32
INDIA	3	0.32
MEXICO	2	0.21
NETHERLANDS	2	0.21
FINLAND	1	0.11

IRAN 1 0.11
PANAMA 1 0.11
FRANCE 1 0.11
UKRAINE 1 0.11
ITALY 1 0.11
PHILIPPINES 1 0.11
PORTUGAL 1 0.11
HAITI 1 0.11
MOZAMBIQUE 1 0.11
ROMANIA 1 0.11

+-----+-----+

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

+-----+-----+
COUNTRY CNT PERCENTAGE
+-----+-----+
UNITED STATES 5 83.33
GERMANY 1 16.67

+-----+-----+

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

Top 20 Builds are listed

+-----+-----+

BUILD	CNT	PERCENTAGE	US	INTL
-------	-----	------------	----	------

0.13.4.92	934	99.89	886	48
-----------	-----	-------	-----	----

0.13.4.92	934	99.89	886	48
-----------	-----	-------	-----	----

BLANK	1	0.11	1	0
-------	---	------	---	---

BLANK	1	0.11	1	0
-------	---	------	---	---

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

0.13.4.92	6	100.00	5	1
-----------	---	--------	---	---

BUILD	CNT	PERCENTAGE	US	INTL
-------	-----	------------	----	------

0.13.4.92	6	100.00	5	1
-----------	---	--------	---	---

0.13.4.92	6	100.00	5	1
-----------	---	--------	---	---

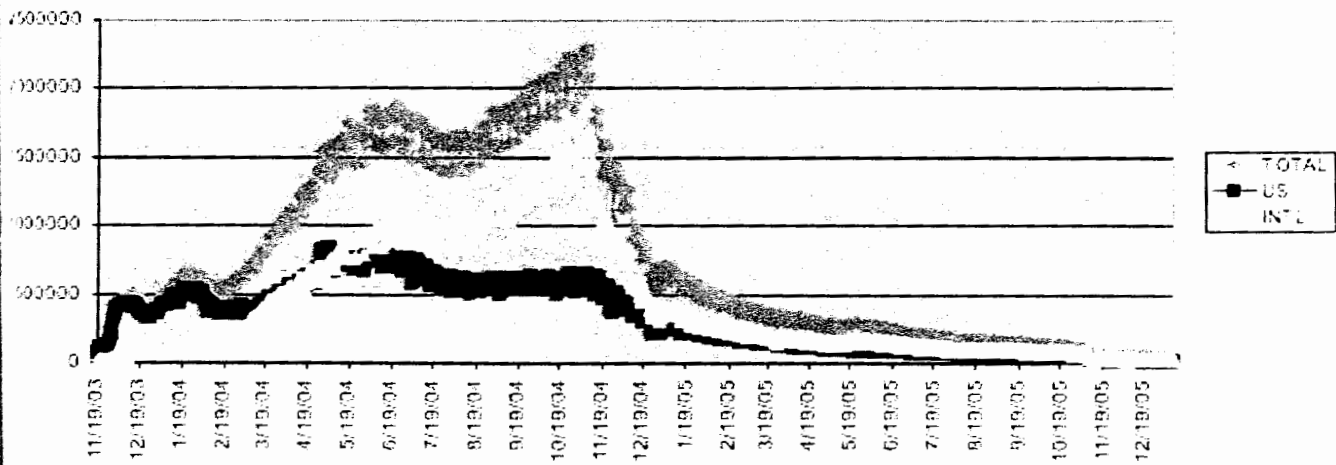
0.13.4.92	6	100.00	5	1
-----------	---	--------	---	---

[rod@et02 bsd_pay]\$ ssh

Exhibit 2

Question 3

CDT Checkins



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Exhibit 3

Question 3

mysql> SELECT * FROM PAY20060109 WHERE DIST_CODE=504991 AND FIRST_CHECKIN_FL=1 ORDER BY FIRST_CHECKIN_DATE DESC LIMIT 10;

YEAR	MONTH	DAY	HOUR	TRANSPONDER_CODE	IP_ADDRESS	FIRST_CHECKIN_FL	DIST_CODE	DIST_CODE_ORIG	COUNTRY	BUILD	FIRST_CHECKIN_DATE
2006	1	9	0	277168339	66.18.168.132	0	504991	504991	US	0.4.4.67	2006-01-08 23:07:17
2006	1	9	0	277168726	221.228.204.31	0	504991	504991	CN	0.21.5.114	2006-01-08 22:53:52
2006	1	9	0	2771687147	65.3.134.217	0	504991	504991	US	0.21.5.114	2006-01-08 22:23:44
2006	1	9	1	277166765	203.115.239.7	0	504991	504991	MY	0.4.4.30	2006-01-08 22:09:45
2006	1	9	0	277164477	61.248.189.1	0	504991	504991	KR	0.21.5.114	2006-01-08 21:39:04
2006	1	9	0	277164578	218.175.84.65	0	504991	504991	TW	0.21.5.114	2006-01-08 21:35:41
2006	1	9	0	277159153	221.207.151.180	0	504991	504991	CN	0.21.5.114	2006-01-08 19:53:48
2006	1	9	14	277159869	12.65.43.177.6	0	504991	504991	ZZ	0.21.5.114	2006-01-08 19:34:38
2006	1	9	8	277159736	81.64.87.113	0	504991	504991	FR	0.21.5.114	2006-01-08 19:15:05
2006	1	9	6	277164912	71.252.209.206	0	504991	504991	US	0.21.5.114	2006-01-08 18:32:49

FIRST LOOKUP

mysql> SELECT FIRST_CHECKIN_DATE, TRANSPONDER_CODE, DIST_CODE, HOSTNAME, VOLUME_SERIAL_ID, MAC_ADDRESS FROM TRANS_MACHINE WHERE TRANSPONDER_CODE=277154912;

FIRST_CHECKIN_DATE	TRANSPONDER_CODE	DIST_CODE	HOSTNAME	VOLUME_SERIAL_ID	MAC_ADDRESS
2006-01-08 18:32:49	277154912	504991	sophia	14054848	0002B3A9C75B

mysql> SELECT FIRST_CHECKIN_DATE, TRANSPONDER_CODE, DIST_CODE, VOLUME_SERIAL_ID, MAC_ADDRESS FROM TRANS_MACHINE WHERE VOLUME_SERIAL_ID=14054848 or MAC_ADDRESS =0002B3A9C75B;

FIRST_CHECKIN_DATE	TRANSPONDER_CODE	DIST_CODE	VOLUME_SERIAL_ID	MAC_ADDRESS
2004-11-09 08:23:45	241726478	504991	14054848	0002B3A9C75B
2006-01-08 18:32:49	277154912	504991	14054848	0002B3A9C75B

SECOND LOOKUP

mysql> SELECT FIRST_CHECKIN_DATE, TRANSPONDER_CODE, DIST_CODE, HOSTNAME, VOLUME_SERIAL_ID, MAC_ADDRESS FROM TRANS_MACHINE WHERE TRANSPONDER_CODE=277167147;

FIRST_CHECKIN_DATE	TRANSPONDER_CODE	DIST_CODE	HOSTNAME	VOLUME_SERIAL_ID	MAC_ADDRESS
2006-01-08 22:23:44	277167147	504991	D6G97221	1860D4C3	0050F2C30C73

mysql> SELECT FIRST_CHECKIN_DATE, TRANSPONDER_CODE, DIST_CODE, VOLUME_SERIAL_ID, MAC_ADDRESS FROM TRANS_MACHINE WHERE VOLUME_SERIAL_ID=1860D4C3 OR MAC_ADDRESS =0050F2C30C73;

FIRST_CHECKIN_DATE	TRANSPONDER_CODE	DIST_CODE	VOLUME_SERIAL_ID	MAC_ADDRESS
2004-09-26 11:38:35	213687164	504991	1860D4C3	0050F2C30C73
2006-01-08 22:23:44	277167147	504991	1860D4C3	0050F2C30C73

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Exhibit 4

Question 3

Distributor Name	Installs, 10/05	Installs, 11/05	Difference
CDT	8380	6445	-1935
IST	6992	5861	-1131
Standard Internet	4803	3720	-1083
creatrix	72	52	-20
Epicenter	4	2	-2
EU Software	188	255	67
iDownload	516	378	-138
MarketingMetrix	71	50	-21
MediaMotor	1273	953	-320
Mindset	12158	9268	-2890
Seedcorn	495	202	-293
Simpel	707	830	123
West Frontier	2473	1346	-1127

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Exhibit 5

Question 6

Entity	Comments	Address #1	Address #2	Address #3	Address #4	URL	Current Registrant (and address) listed on Domain Info WHOIS for the URL...	Domain Exp.	Hosting Exp.
AmazingMerchants LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	PO Box 20345 NY, NY 10025	459 Bowley, 4th floor, NY, NY 10013			ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/07/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	1/7/2005 cancelled 12/13/2004	
BestDeals TV LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	444 East 57th street Suite 2C New York, NY 10022	459 Bowley, 4th floor, NY, NY 10013		www.amazingmerchants.com	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/26/2003 (1 year) at Avenue, 6th floor, NY, NY 10016 http://www.networksolutions.com	1/25/2005 cancelled 12/30/2004	
Coolhopping Links LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	111 East 14th St. PHB 240 NY, NY 10003	459 Bowley, 4th floor, NY, NY 10013		www.bestdeals.tv	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/09/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	1/9/2005 cancelled 12/13/2004	
Ec16Media, LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	417 E. 57th St., 2c, NY, NY 10022	459 Bowley, 4th floor, NY, NY 10013		www.coolhoppinglinks.com	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/09/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	1/16/2005 1/19/2006	
4startshops, LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	453 Brockelman Rd., Lancaster, MA 01523	459 Bowley, 4th floor, NY, NY 10013		www.ec16media.com	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 2/17/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	2/16/2005 cancelled on 1/19/2005	
MyMerchants LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	26 East 81st Street, 2S NY, NY 10028	459 Bowley, 4th floor, NY, NY 10013		www.4startshops.com	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/11/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	1/11/2005 cancelled 12/30/2004	
ShopSmart-us, LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	340 east 62 street #6, NY, NY 10021	459 Bowley, 4th floor, NY, NY 10013		www.MYMerchants.net	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/11/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	1/11/2005 cancelled 12/30/2004	
TramCart, LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	40 W 17th St., 7A NY, NY, NY 10013	459 Bowley, 4th floor, NY, NY 10013		www.ShopWINUS.net	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 1/18/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.bargainname.com	1/18/2005 cancelled 12/30/2004	
TramCart, LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	PO Box 370 111 East 14th Street New York, New York 10003	459 Bowley, 4th floor, NY, NY 10013		www.TramCart.net	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 2/17/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	2/16/2005 cancelled on 1/19/2005	
Yeslists, LP		c/o Grand Street Media Buying LLC, 1040 First Ave., #22, NY, NY 10022	23 Horton Hollow Road, Putnam Valley, NY 10579	459 Bowley, 4th floor, NY, NY 10013		www.TramCart.org	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 2/17/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	2/16/2005 cancelled on 1/19/2005	
Blackstone Data, Inc.		100 W. 60th St., Ste 9D, NY NY 10003	41 E. 11 St, 11th Fl, NY NY 10003	c/o Scott Glides & Co LLP, 500 5th Ave., NY, NY 10110		www.Yeslists.net	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 06/10/2002 (2 years) Avenue, 6th floor, NY, NY 10016	6/9/2006 5/16/2005	
CommerciaInc, Inc.		5344 Images Ct., Las Vegas, NV 89107	444 East 57th Street, New York, NY 10022	459 Bowley, 4th floor, NY, NY 10013		www.commerciainc.ba	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 04/27/02 Avenue, 6th floor, NY, NY 10016	4/26/2005 4/21/2005	
IPinsight.com, Inc.		36 W. 89 Street, apt 1B, New York, NY 10024	459 Bowley, 4th floor, NY, NY 10013	c/o Scott Glides & Co LLP, 500 5th Ave., NY, NY 10110		www.ipinsight.com, ipinsight.net	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	12/4/2005 11/18/2004	
MSView, Inc.		1876 Hudson Street Belize City 10032, BZ	417 E 57 St, apt 2C, NY NY 10022	459 Bowley, 4th floor, NY, NY 10013		www.msview.cc	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 12/4/2002 (3 years) Avenue, 6th floor, NY, NY 10016	4/30/2005 4/29/2005	
Stop Pop Up Ads Now, Inc.		3938 Raymond St, Ste 3, Las Vegas, NV 89121	459 Bowley, 4th floor, NY, NY 10013	c/o Scott Glides & Co LLP, 500 5th Ave., NY, NY 10110		www.stop-popup-ads-now.com	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	9/24/2005 cancelled	
Tps 108, Inc.		7469 W Las Mead Blvd, Ste 200, Las Vegas, NV 89128	PO Box 28909, Las Vegas, NV 89126	459 Bowley, 4th floor, NY, NY 10013		www.tps108.org	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 12/4/2002 (3 years) Avenue, 6th floor, NY, NY 10016	7/27/2005 8/16/2005	
TrueData, Inc.		PO Box 27103, Las Vegas, NV 89126	459 Bowley, 4th floor, NY, NY 10013	c/o Scott Glides & Co LLP, 500 5th Ave., NY, NY 10110		www.truedata.org	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	7/21/2006	
Vx2 Corp.		PO Box 27103, Las Vegas, NV 89126	459 Bowley, 4th floor, NY, NY 10013	c/o Scott Glides & Co LLP, 500 5th Ave., NY, NY 10110		www.vx2.cc	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	9/24/2005 cancelled	
DirectRevenue LLC		c/o Corporation Service Company, 2711 Canterville Rd, Ste 400, Wilmington, DE 19806	665 459 Bowley, 4th floor, NY, NY 10013	107 Grand Street, 3rd floor, NY, NY 10013		www.direct-revenue.com	ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	7/27/2005 8/16/2005	
DirectRevenue Cayman Islands Ltd		19 Fort St., 2nd Fl, Suite 10, Georgetown, Grand Cayman Cayman Islands	459 Bowley, 4th floor, NY, NY 10013	c/o Corporation Service Company, 2711 Canterville Rd, Ste 400, Wilmington, DE 19806			ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	7/27/2005 8/16/2005	
DirectRevenue Holdings LLC		107 Grand St., 4th Fl, NY NY 10013	c/o Philip Nizer, LLP, 666 Fifth Ave, NY NY 10103	107 Grand Street, 3rd floor, NY, NY 10013			ThinkingMedia, LP/Reg Services; 275 Madison domain reg. 4/29/2003 (2 years) at Avenue, 6th floor, NY, NY 10016 www.godaddy.com	7/27/2005 8/16/2005	

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creatraffic.net
 cryptoninja.com
 deal-locator.com
 dealorama.net
 direct-revenue.com
 dimax.biz
 dollars4traffic.com
 downloadfastalk.com
 dr-address.com
 dr-behavior.com
 dr-ceo.com
 dr-cps.com
 dr-directsupport.com
 dr-policystatement.com
 drone.com
 dcors.net
 ec16media.com
 edigitalshopping.com
 farmnext.com
 fgrep.net
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 freephona.cc
 funscreenavers.net
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 keytraffic.com
 konstela.com
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 leadrolow.biz
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 localnet.com
 mailtrinet.com
 mealocal.biz
 miolus.com
 msview.cc
 multimp.com
 mx-targeting.com
 my-opinion.info
 mybestsmiley.com
 mymerchants.net
 mynut.com
 mypanicbutton.com
 mypcc.com
 mypcc.net
 mypcc.net
 mywebcoupons.com
 netcitizen.biz
 netninja.cc
 netshopper.biz
 noflap.net
 offeroptimizer.com
 ownbuy.com
 pipe9.com
 pirate-phone.com
 pop-upstasin.com
 popupadkiller.net
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sohointi.com
stop-popups-now.com
stumpstump.com
sweepjunkie.com
talimedia.net
thebestoffersnetwork.com
thebestoffersnetworks.net
thebestoffersnetworks.com
thebestoffersnetworks.net
thebestsmiley.com
thinkingmedia.net
tips108.org
trafficash.net
trafficmart.org
trickstays.com
tunacash.com
tunahost.com
twain-tech.com
underthehood.org
vz2.cc
weayah.com
yesilist.net
yourpicamera.com
zserv.biz

CONFIDENTIAL

SIDESearch_UPG

lycos sidesearch upgrade

#if (\$transactionUtil.hasOldAdClient(\$transaction))

?

<action type="installINF">

<inf section="DefaultInstall">

[version]

signature="\$CHICAGO\$"

AdvancedINF=2.0

?

[DefaultInstall]

DelFiles=Files

?

[DestinationDirs]

Files = 10

?

[Files]

\$(transactionUtil.getInstIniName(\$transaction)),, 1

?

</inf>

</action>

<action type="InstallCAB">

<cab url="http://download.abetterinternet.com/download/cabs/BTGDLL/btgrab.cab" />

</action>

?

<action type="CreateRegKey">

<regkey key="HKEY_CURRENT_USER" path="Software\btgrab" name="BTI5d6OfSDist" ? ?
value="\$(transaction.getDistId())" />

</action>

?

?

CONFIDENTIAL

#end

?

#if (!\$transactionUtil.isInAppList(\${transaction}, "MBKWBar"))

<action type="InstallCAB">

<cab url="http://download.abetterinternet.com/download/cabs/MICROBUD/mbkwinst.cab" />

</action>

#end

?

<action type="ExplorerWindow">

<window url="http://www.abetterinternet.com/searchpanel.htm" ?/>

</action>

?

?

?

66

SIDESearch_UPG2

Latest and greatest lycos sideseach upgrade

#if (\$transactionUtil.hasOldAdClient(\${transaction}))

?

<action type="installINF">

<inf section="DefaultInstall">

[version]

signature="\$CHICAGO\$"

AdvancedINF=2.0

?

[DefaultInstall]

DelFiles=Files

CONFIDENTIAL

?

[DestinationDirs]

Files = 10

?

[Files]

\${transactionUtil.getInstIniName(\${transaction})},, 1

?

</inf>

</action>

<action type="InstallCAB">

<cab url="http://download.abetterinternet.com/download/cabs/BTGDLL/btgrab.cab" />

</action>

?

<action type="CreateRegKey">

<regkey key="HKEY_CURRENT_USER" path="Software\btgrab" name="BTI5d6OfSDist" ? ?
value="\${transaction.getDistId()}" />

</action>

?

<action type="ExplorerWindow">

<window url="http://www.abetterinternet.com/searchpanel.htm" ?/>

</action>

#end

?

#if (!\$\${transactionUtil.isInAppList(\${transaction}, "MBKWBar") })

<action type="InstallCAB">

<cab url="http://download.abetterinternet.com/download/cabs/MICROBUD/mbkwnst.cab" />

</action>

#end

?

CONFIDENTIAL

From: <Steve.Quince@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 servers?

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

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

Date: January 4, 2005 11:51:17 AM EST

To: "Chris Dowhan" <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 at around 50%?

- steve

|-----+----->

|| "Chris Dowhan" |

|| <chris@direct-re|

|| venue.com> |

|| |

|| 01/03/2005 03:07|

|| PM |

|-----+----->

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

||

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

| cc: <joshua@direct-revenue.com> |

| Subject: Re: Text 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.Quince@lycos-inc.com>

CONFIDENTIAL

To: <chris@direct-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.quince.steve@lycos-inc.com

>

> Thanks,

> - steve

>

>

>

CONFIDENTIAL

Text Message Address 6.txt

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

Re Installer URL ClssID.txt
From: Steve.Quince@lycos-inc.com
Sent: Tuesday, December 21, 2004 5:42 PM
To: Chris Dowhan
Cc: kew@lycos-inc.com
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-re|
|          |          venue.com>      |
|          |          |
|          |          12/16/2004 06:02|
|          |          PM              |
|-----+----->
```

```
>-----
-----|
|
|          To:          <Steve.Quince@lycos-inc.com>
|
|          cc:          <kew@lycos-inc.com>
|
```

Re Installer URL ClssID.txt
Subject: Re: Installer URL & ClssID

>-----
>-----
Hi Steve - sorry for the dealy. 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 & 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

Installer URL ClssID.txt
From: Steve.Quince@lycos-inc.com

Sent: Thursday, December 16, 2004 6:03 PM

To: chris@direct-revenue.com

Cc: kew@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 original 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

```
|-----+----->
|          |          "Chris Dowhan" |
|          |          <chris@direct-re|
|          |          venue.com>      |
|          |          |
|          |          12/14/2004 06:39|
|          |          PM              |
|-----+----->
```

```
>-----
-----|
```

|

Re Sidesearch Assets.txt

| To: <Steve.Quince@lycos-inc.com> |
| cc: <kew@lycos-inc.com> |
| Subject: Re: Sidesearch Assets |

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

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)

>

Re Sidesearch Assets.txt

Re Installer URL ClssID 4.txt
From: Steve.Quince@lycos-inc.com
Sent: Thursday, December 23, 2004 11:41 AM
To: Chris Dowhan
Subject: Re: Installer URL & ClssID

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

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

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


Re Installer URL ClssID 4.txt

| Subject: Re: Installer URL & ClssID |

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

00000000-F09C-02B4-6EC2-AD0300000000 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 BHO 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 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

r

Re Installer URL ClassID 4.txt

> Helper Objects\{00000000-F09C-02B4-6EC2-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 MBKWBar 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 |
> |----->

>

>-----

>-----

-----|

> |

|

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

Page 3

CONFIDENTIAL

Re Installer URL ClssID 4.txt

> | 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-134-1-x-x.exe>

>

> for our install.

> The 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\{00000000-59D4-4008-9058-080011001200}

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

Re Installer URL ClssID 4.txt

> >

> >

> >

> >

> > |----->

> > | "Chris Dowhan" |

> > | <chris@direct-re|

> > | venue.com> |

> > | |

> > | 12/16/2004 06:02|

> > | PM |

> > |----->

> >

>

>-----

>----

>

>-----|

> > |

> |

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

> |

> > | cc: <kew@lycos-inc.com>

> |

> > | Subject: Re: Installer URL & ClssID

> |

> >

>

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>----

Re Installer URL ClssID 4.txt

>
> -----|
> >
> >
> >
> >
> > Hi Steve - sorry for the dealy. 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 & 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 4.txt

> > >

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>

Sidesearch Assets.txt

From: Steve.Quince@lycos-inc.com

Sent: Tuesday, December 14, 2004 6:38 PM

To: chris@direct-revenue.com

Cc: kew@lycos-inc.com

Subject: Sidesearch Assets

Hi Chris,

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

Thanks,

- steve

(See attached file: SidesearchAssets.zip)

Re Installer URL ClssID 3.txt
From: Steve.Quince@lycos-inc.com
Sent: Wednesday, December 22, 2004 6:52 PM
To: Chris Dowhan
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\Browser
Helper Objects\{00000000-F09C-02B4-6EC2-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 MBKWBar 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>      |
|          |          |                |
```

Re Installer URL ClssID 3.txt
12/22/2004 01:30|

PM |

|----->

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

|

|

| 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-134-1-x-x.exe>
e

for our install.

The 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\{00000000-59D4-4008-9058-080011001200}

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

ar

CONFIDENTIAL

Re Installer URL ClssID 3.txt

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-re|

> | | venue.com> |

> | | |

> | | 12/16/2004 06:02|

Page 3

CONFIDENTIAL

Re Installer URL ClssID 3.txt

> | | PM |
> |-----+----->
>
>-----
>----

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> |
|
> | To: <Steve.Quince@lycos-inc.com>
|
> | cc: <kew@lycos-inc.com>
|
> | Subject: Re: Installer URL & ClssID
|
>
>-----
>----

-----|
>
>
>
>
> Hi Steve - sorry for the dealy. 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 -----

Re Installer URL ClssID 3.txt

> 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

> >

> >

> >

> >

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>

>

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>

Re Installer URL ClssID 3.txt

Re Installer URL ClssID 5.txt
From: Steve.Quince@lycos-inc.com
Sent: Thursday, December 23, 2004 12:13 PM
To: Chris Dowhan
Subject: Re: Installer URL & ClssID

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

```
|-----+----->
|      |      Chris Dowhan  | |
|      |      <chris@direct-re|
|      |      venue.com>    |
|      |      |             |
|      |      12/23/2004 11:45|
|      |      AM             |
|      |      Please respond |
|      |      to Chris Dowhan |
|-----+----->
```

```
>-----
-----|
```

|

Re Installer URL ClssID 5.txt

| To: Steve.Quince@lycos-inc.com |

| cc: |

| Subject: Re: Installer URL & ClssID |

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

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 & ClssID

>

> 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,

Page 2

CONFIDENTIAL

Re Installer URL ClssID 5.txt

> - steve

>

>

>

> |----->

> | "Chris Dowhan" |

> | <chris@direct-re|

> | venue.com> |

> | |

> | 12/22/2004 06:59|

> | PM |

> |----->

>

>-----

>---

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> |

|

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

|

> | cc:

|

> | Subject: Re: Installer URL & ClssID

|

>

>-----

>---

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>

>

Re Installer URL ClssID 5.txt

>
>
> 00000000-F09C-02B4-6EC2-AD0300000000 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 BHO 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 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

>

Re Installer URL ClssID 5.txt

> r
> > Helper Objects\{00000000-F09C-02B4-6EC2-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 MBKWBar 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 |

> > |-----+----->

> >

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>-----|

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-134-1-x-x.exe>
e

>

> >

> > for our install.

Re Installer URL ClssID 5.txt

> > The 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\{00000000-59D4-4008-9058-080011001200}

> >

> > 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

Re Installer URL C\ssID 5.txt

> >

> >

> > >

> > > 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 |

> > > |----->

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> >

Re Installer URL ClssID 5.txt

> >

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> > > |

> > |

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

> > |

> > > | cc: <kew@lycos-inc.com>

> > |

> > > | Subject: Re: Installer URL & ClssID

> > |

> > >

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> >

> >

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> > >

> > >

> > >

> > > Hi Steve - sorry for the dealy. 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.

> > >

Re Installer URL ClssID 5.txt

> > > ----- 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

> > > >

> > > >

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Re Installer URL ClssID 5.txt

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CONFIDENTIAL

Fw Installer URL ClssID.txt

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-02B4-6EC2-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 MBKWBar 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               |
|-----+----->
```

>-----

Fw Installer URL C\ssID.txt

|
|
| To: <Steve.Quince@lycos-inc.com>
|
| cc: <kew@lycos-inc.com>
|
| Subject: Re: Installer URL & C\ssID
|

>-----

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>

for our install.

The 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\{00000000-59D4-4008-9058-080011001200}

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?

Fw Installer URL ClssID.txt

----- 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-re|

> | | venue.com> |

> | | |

> | | 12/16/2004 06:02|

> | | PM |

> |-----+----->

>

>-----

CONFIDENTIAL

Fw Installer URL ClssID.txt

>-----

-----|

> |

|

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

|

> | cc: <kew@lycos-inc.com>

|

> | Subject: Re: Installer URL & ClssID

|

>

>-----

>-----

-----|

>

>

>

>

> Hi Steve - sorry for the dealy. 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

Page 5

CONFIDENTIAL

Fw Installer URL C\ssID.txt
> Subject: Installer URL & C\ssID

>

>

> > Hey Chris,

> >

> > when will you have the installer URL and c\ssid 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

> >

> >

> >

> >

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>

Re Installer URL ClssID 2.txt
From: Steve.Quince@lycos-inc.com
Sent: Wednesday, December 22, 2004 4:05 PM
To: Chris Dowhan
Subject: Re: Installer URL & ClssID

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 10K 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

```
|----->
|          |          "Chris Dowhan" |
|          |          <chris@direct-re|
|          |          venue.com>      |
|          |          |
|          |          12/22/2004 01:31|
```

Page 1

CONFIDENTIAL

Diagram illustrating a PM (Pulse Modulation) signal. The signal is a rectangular pulse train with a period T and pulse width $T/2$. The signal is labeled "PM".

Steve, what's your phone number so we can follow up more quickly than e-mail? Call me anytime at 917-653-1639

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 & CLSID

Page 2

CONFIDENTIAL

Re Installer URL ClssID 2.txt

>

> Thanks,

> - steve

>

>

>

>

> |----->

> | "Chris Dowhan" |

> | <chris@direct-re|

> | venue.com> |

> | |

> | 12/16/2004 06:02|

> | PM |

> |----->

>

>-----

>----

-----|

> |

|

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

|

> | cc: <kew@lycos-inc.com>

|

> | Subject: Re: Installer URL & ClssID

|

>

>-----

>----

Re Installer URL ClssID 2.txt

-----|

>

>

>

>

> Hi Steve - sorry for the dealy. 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 & 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 2.txt

> >

>

>

>

>

>

>

>

mhtml:main:

1/9/06 11:45 AM

Joshua,

My legal counsel is unavailable after 5PM today. Who's paying who's services here, right? Anyway, I recommend you and I get on the phone, come to agreement this afternoon and get this signed up. I'll make time anytime after 2PM today that you're available. Also, is there contact name and number for a technical guy?

Also, there are some people from Outblaze and Infospace that would like to talk to you, happy to make the intros after we bury this agreement. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/06/2004 09:07 PM

To: <kew@lycos-inc.com>

cc: "Eisert, Richard" <REisert@dglaw.com>

Subject: RE: Direct Revenue

Kew-

Thanks. Our Counsel, Richard Eisert, is CCed above.

Richard, what your schedule? Does Noon Tuesday work for you?

Please advise.

Thanks.

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Monday, December 06, 2004 7:16 PM

To: josh@direct-revenue.com

Cc: jwu@insightpartners.com

Subject: Fw: Direct Revenue

Josh,

Here are our comments to your redline, nothing major but some changes you had made were deleted. To resolve these issues I propose a call tomorrow between you, me and our respective legal counsel to hammer out the issues. My schedule for this is then sign on Wed and close on Friday (tech team needs a few days to package everything).

Also, I would like Steve Quince, the technical head for Sidesearch to have a quick call with his counterpart on your side tomorrow so the tech teams are in sync as to what will happen.

Thanks and speak to you soon.

-Kew

----- Forwarded by Kewhyun Kelly-Yuoh/Lycos on 12/06/2004 07:07 PM -----
Heidi Field/Lycos

12/06/2004 06:27 PM

To: Kewhyun Kelly-Yuoh/Lycos, Adam Soroca/Lycos@Lycos, Steve Quince/Lycos@Lycos

cc

Subject: Direct Revenue

Heidi L. Field
Deputy General Counsel
Lycos, Inc.
100 Fifth Avenue
Waltham, MA 02451
781-370-2788 (ph); 781-639-9854(ph)
Heidi.Field@lycos-inc.com

mhtml:main:

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CONFIDENTIAL

mhtml:main:

1/9/06 11:44 AM

Joshua, I'm available after 6:30PM if you want to talk tonight. otherwise what time works tomorrow? I'd still like to sign tomorrow. Thanks

-Kew

Kewhyun Kelly-Yuoh/Lycos

12/07/2004 01:02 PM

To "Joshua Abram" <josh@direct-revenue.com>

cc

Subject RE: Direct Revenue [Link](#)

Joshua,

My legal counsel is unavailable after 5PM today. Who's paying who's services here, right? Anyway, I recommend you and I get on the phone, come to agreement this afternoon and get this signed up. I'll make time anytime after 2PM today that you're available. Also, is there contact name and number for a technical guy?

Also, there are some people from Outblaze and Infospace that would like to talk to you, happy to make the intros after we bury this agreement! Thanks

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/06/2004 09:07 PM

To <kew@lycos-inc.com>

cc "Eisert, Richard" <REisert@dglaw.com>

Subject RE: Direct Revenue

Kew-

Thanks. Our Counsel, Richard Eisert, is CCed above. Richard, what your schedule? Does Noon Tuesday work for you? Please advise.

Thanks,

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Monday, December 06, 2004 7:16 PM

To: josh@direct-revenue.com

Cc: jwu@insightpartners.com

Subject: Fw: Direct Revenue

Josh,

Here are our comments to your redline, nothing major but some changes you had made were deleted. To resolve these issues I propose a call tomorrow between you, me and our respective legal counsel to hammer out the issues. My schedule for this is then sign on Wed and close on Friday (tech team needs a few days to package everything).

Also, I would like Steve Quince, the technical head for Sidesearch to have a quick call with his counterpart on your side tomorrow so the tech teams are in sync as to what will happen.

Thanks and speak to you soon.

-Kew

----- Forwarded by Kewhyun Kelly-Yuoh/Lycos on 12/06/2004 07:07 PM -----

Heidi Field/Lycos

12/06/2004 06:27 PM

To: Kewhyun Kelly-Yuoh/Lycos@Lycos, Adam Soroca/Lycos@Lycos, Steve Quince/Lycos@Lycos

cc

Subject: Direct Revenue

Heidi L. Field
Deputy General Counsel
Lycos, Inc.
100 Fifth Avenue
Waltham, MA 02451
781-370-2788 (ph); 781-639-9854(ph)
Heidi.Field@lycos-inc.com

mhtml:main:

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CONFIDENTIAL

mhtmlmain:

1/9/06 11:45 AM

Either or for me, let lawyers decide. Thanks.

"Joshua Abram" <josh@direct-revenue.com>

12/07/2004 05:59 PM

To: <jew@lycos-inc.com>
cc: "Eisert, Richard" <REisert@dglaw.com>
Subject: RE: Direct Revenue

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

Does that work for both of you, Ricahrd and Kew?

Please advise.
Best,
Joshua

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]
Sent: Tuesday, December 07, 2004 5:57 PM
To: Joshua Abram
Subject: Fw: Direct Revenue

Joshua, I'm available after 6:30PM if you want to talk tonight, otherwise what time works tomorrow? I'd still like to sign tomorrow. Thanks.

-Kew

Kewhyun Kelly-Yuoh/Lycos

12/07/2004 01:02 PM

To: "Joshua Abram" <josh@direct-revenue.com>
cc:
Subject: RE: Direct Revenue [Link](#)

Joshua,

My legal counsel is unavailable after 5PM today. Who's paying who's services here, right? Anyway, I recommend you and I get on the phone, come to agreement this afternoon and get this signed up. I'll make time anytime after 2PM today that you're available. Also, is there contact name and number for a technical guy?

Also, there are some people from Outblaze and Infospace that would like to talk to you, happy to make the intros after we bury this agreement. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/06/2004 09:07 PM

To: <jew@lycos-inc.com>
cc: "Eisert, Richard" <REisert@dglaw.com>
Subject: RE: Direct Revenue

Kew-

Thanks. Our Counsel, Richard Eisert, is CCed above.
Richard, what your schedule? Does Noon Tuesday work for you?
Please advise.

Thanks,

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]
Sent: Monday, December 06, 2004 7:16 PM
To: josh@direct-revenue.com
Cc: jwu@insightpartners.com
Subject: Fw: Direct Revenue

Josh,

Here are our comments to your redline, nothing major but some changes you had made were deleted. To resolve these issues I propose a call tomorrow between you, me and our respective legal counsel to hammer out the issues. My schedule for this is then sign on Wed and close on Friday (tech team needs a few days to package everything).

mhtmlmain:

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mhtml:main:

1/9/06 11:45 AM

Also, I would like Steve Quince, the technical head for SideSearch to have a quick call with his counterpart on your side tomorrow so the tech teams are in sync as to what will happen.

Thanks and speak to you soon.

-Kew

----- Forwarded by Kewhyun Kelly-Yuoh/Lycos on 12/06/2004 07:07 PM -----
Heidi Field/Lycos

12/06/2004 06:27 PM

To: Kewhyun Kelly-Yuoh/Lycos@Lycos, Adam Soroca/Lycos@Lycos, Steve Quince/Lycos@Lycos
cc
Subject: Direct Revenue

Heidi L. Field
Deputy General Counsel
Lycos, Inc.
100 Fifth Avenue
Waltham, MA 02451
781-370-2788 (ph); 781-639-9854(ph)
Heidi.Field@lycos-inc.com

mhtml:main:

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CONFIDENTIAL

mhtmlmain:

1/9/06 11:46 AM

Either or for me, let lawyers decide. Thanks.

"Joshua Abram" <josh@direct-revenue.com>

12/07/2004 05:59 PM

To: <drew@lycos-inc.com>
cc: "Eisert, Richard" <REisert@dglaw.com>
Subject: RE: Direct Revenue

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

Does that work for both of you, Ricahrd and Kew?

Please advise.

Best,

Joshua

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Tuesday, December 07, 2004 5:57 PM

To: Joshua Abram

Subject: Fw: Direct Revenue

Joshua, I'm available after 6:30PM if you want to talk tonight, otherwise what time works tomorrow? I'd still like to sign tomorrow. Thanks.

-Kew

Kewhyun Kelly-Yuoh/Lycos

12/07/2004 01:02 PM

To: "Joshua Abram" <josh@direct-revenue.com>
cc:
Subject: RE: Direct Revenue [Link](#)

Joshua,

My legal counsel is unavailable after 5PM today. Who's paying who's services here, right? Anyway, I recommend you and I get on the phone, come to agreement this afternoon and get this signed up. I'll make time anytime after 2PM today that you're available. Also, is there contact name and number for a technical guy?

Also, there are some people from Outblaze and Infospace that would like to talk to you, happy to make the intros after we bury this agreement. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/06/2004 09:07 PM

To: <drew@lycos-inc.com>
cc: "Eisert, Richard" <REisert@dglaw.com>
Subject: RE: Direct Revenue

Kew-

Thanks. Our Counsel, Richard Eisert, is CCed above.

Richard, what your schedule? Does Noon Tuesday work for you?

Please advise.

Thanks,

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Monday, December 06, 2004 7:16 PM

To: josh@direct-revenue.com

Cc: jwu@insightpartners.com

Subject: Fw: Direct Revenue

Josh,

Here are our comments to your redline, nothing major but some changes you had made were deleted. To resolve these issues I propose a call tomorrow between you, me and our respective legal counsel to hammer out the issues. My schedule for this is then sign on Wed and close on Friday (tech team needs a few days to package everything).

mhtmlmain:

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mhtml:main:

1/9/06 11:46 AM

Also, I would like Steve Quince, the technical head for Sidesearch to have a quick call with his counterpart on your side tomorrow so the tech teams are in sync as to what will happen.

Thanks and speak to you soon.

-Kew

----- Forwarded by Kewhyun Kelly-Yuoh/Lycos on 12/06/2004 07:07 PM -----
Heidi Field/Lycos

12/06/2004 06:27 PM

To: Kewhyun Kelly-Yuoh/Lycos, Adam Soroca/Lycos@Lycos, Steve Quince/Lycos@Lycos
cc:
Subject: Direct Revenue

Heidi L. Field
Deputy General Counsel
Lycos, Inc.
100 Fifth Avenue
Waltham, MA 02451
781-370-2788 (ph); 781-639-9854(ph)
Heidi.Field@lycos-inc.com

mhtml:main:

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CONFIDENTIAL

mhtml:main:

1/9/06 11:46 AM

9:15AM is good. Please give me a call on 781-370-2816 and I'll conference Heidi in.

Thanks.

"Eisert, Richard" <REisert@dgllaw.com>

12/07/2004 06:16 PM

To: "Joshua Abram" <josh@direct-revenue.com>, <kew@lycos-inc.com>

cc

Subject: RE: Direct Revenue

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

Best,

Richard

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

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

Sent: Tuesday, December 07, 2004 5:59 PM

To: kew@lycos-inc.com

Cc: Eisert, Richard

Subject: RE: Direct Revenue

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

Does that work for both of you, Ricahrd and Kew?

Please advise.

Best,

Joshua

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Tuesday, December 07, 2004 5:57 PM

To: Joshua Abram

Subject: Fw: Direct Revenue

Joshua, I'm available after 6:30PM if you want to talk tonight, otherwise what time works tomorrow? I'd still like to sign tomorrow. Thanks.

-Kew

Kawhyun Kelly-Yuoh/Lycos

12/07/2004 01:02 PM

To: "Joshua Abram" <josh@direct-revenue.com>

cc

Subject: RE: Direct Revenue [Link](#)

Joshua,

My legal counsel is unavailable after 5PM today. Who's paying who's services here, right? Anyway, I recommend you and I get on the phone, come to agreement this afternoon and get this signed up. I'll make time anytime after 2PM today that you're available. Also, is there contact name and number for a technical guy?

Also, there are some people from Outblaze and Infospace that would like to talk to you, happy to make the intros after we bury this agreement. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/06/2004 09:07 PM

To: <kew@lycos-inc.com>

cc: "Eisert, Richard" <REisert@dgllaw.com>

Subject: RE: Direct Revenue

Kew-

Thanks. Our Counsel, Richard Eisert, is CCed above.

Richard, what your schedule? Does Noon Tuesday work for you?

Please advise.

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mhtml:main:

1/9/06 11:46 AM

Thanks.

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Monday, December 06, 2004 7:16 PM

To: josh@direct-revenue.com

Cc: jwu@insightpartners.com

Subject: Fw: Direct Revenue

Josh,

Here are our comments to your redline, nothing major but some changes you had made were deleted. To resolve these issues I propose a call tomorrow between you, me and our respective legal counsel to hammer out the issues. My schedule for this is then sign on Wed and close on Friday (tech team needs a few days to package everything).

Also, I would like Steve Quince, the technical head for Sideseach to have a quick call with his counterpart on your side tomorrow so the tech teams are in sync as to what will happen.

Thanks and speak to you soon.

-Kew

----- Forwarded by Kewhyun Kelly-Yuoh/Lycos on 12/06/2004 07:07 PM -----
Heidi Field/Lycos

12/06/2004 06:27 PM

To: Kewhyun Kelly-Yuoh/Lycos@Lycos, Adam Soroca/Lycos@Lycos, Steve Quince/Lycos@Lycos
cc
Subject: Direct Revenue

Heidi L. Field
Deputy General Counsel
Lycos, Inc.
100 Fifth Avenue
Waltham, MA 02451
781-370-2788 (ph); 781-639-9854(ph)
Heidi.Field@lycos-inc.com

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1/9/06 11:46 AM

OK, talk to you then. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/07/2004 06:27 PM

To: "Eisert, Richard" <REisert@dglaw.com>, "Joshua Abram" <josh@direct-revenue.com>, <kew@lycos-inc.com>
cc:
Subject: RE: Direct Revenue

Let's do 9:15
We can use our conference line.
Dial: 512 225 3050
code 10652#
Best,
Joshua

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

From: Eisert, Richard [mailto:REisert@dglaw.com]
Sent: Tuesday, December 07, 2004 6:17 PM
To: Joshua Abram; kew@lycos-inc.com
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cc:
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1/9/06 11:46 AM

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Thanks.

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Also, I would like Steve Quince, the technical head for Sidesearch to have a quick call with his counterpart on your side tomorrow so the tech teams are in sync as to what will happen.

Thanks and speak to you soon.

-Kew

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Heidi Field/Lycos

12/06/2004 06:27 PM

To: Kewhyun Kelly-Yuoh/Lycos@Lycos, Adam Soroca/Lycos@Lycos, Steve Quince/Lycos@Lycos
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Heidi.Field@lycos-inc.com

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1/9/06 11:46 AM

Please strike Section 2.2 - Allocation in its entirety. I've verified with my accounting team that we don't need it. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/07/2004 06:28 PM

To: <kew@lycos-inc.com>
cc:
Subject: RE: Direct Revenue

K.
Thanks,
J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]
Sent: Tuesday, December 07, 2004 6:29 PM
To: Joshua Abram
Subject: RE: Direct Revenue

OK, talk to you then. Thanks.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/07/2004 06:27 PM

To: "Eisert, Richard" <REisert@dglaw.com>, "Joshua Abram" <josh@direct-revenue.com>, <kew@lycos-inc.com>
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Subject: RE: Direct Revenue

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1/9/06 11:46 AM

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12/07/2004 01:02 PM

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Subject: Direct Revenue

Heidi L. Field
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Lycos, Inc.
100 Fifth Avenue
Waltham, MA 02451

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1/9/06 11:46 AM

781-370-2788 (ph); 781-639-9854(ph)
Heidi.Field@lycos-inc.com

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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.

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1/9/06 11:47 AM

Final points from legal

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

6.2 uncomfortable with the concept of "property", 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 it's possession for the purposes of distributing software.

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

-Kew

--- Forwarded by Kewhyun Kelly-Yuoh/Lycos on 12/08/2004 03:32 PM ---
Kewhyun Kelly-Yuoh/Lycos

12/08/2004 02:18 PM

To: josh@direct-revenue.com

cc

Subject: in the interest of getting this done

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Subject: Open items

Date: Wednesday, December 8, 2004 9:38 PM

From: kew@lycos-inc.com

To: Joshua Abram <josh@direct-revenue.com>

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

Conversation: Open items

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

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1/9/06 11:48 AM

Absolutely. We are selling you the IP. However, to provide full sideseach 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 Lycos paid listings to put something there.

The key technical point is when your product comes down the pipe AND is installed, we're going to uninstall our version of Sideseach from the user's machine. You can then install your version of Sideseach 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 little off in my description above, but what I can promise you is you'll never lose the ability to hit user because we uninstall 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.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/09/2004 12:15 PM

To: <kew@lycos-inc.com>

cc

Subject: Just to be clear about something...

...If it was our intent to continue to run the sideseach functionality under another brand you are OK with that and will supply necessary documentation?
J

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1/9/06 11:48 AM

Great. I'll have something for you tomorrow. Have a good night.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/09/2004 06:39 PM

To: <kew@lycos-inc.com>

cc

Subject RE: In the interest of getting this done

OK.

Give us something to sign.

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Wednesday, December 08, 2004 3:37 PM

To: josh@direct-revenue.com

Subject: Fw: In the interest of getting this done

Final points from legal

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12/08/2004 02:18 PM

To: josh@direct-revenue.com

cc

Subject: In the interest of getting this done

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1/9/06 11:49 AM

Just faxed 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.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/09/2004 06:39 PM

To: <kew@lycos-inc.com>

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1/9/06 11:49 AM

Joshua,

Have a good trip. Alan, I've sent 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 914-309-7812 if you have any questions.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/12/2004 11:20 AM

To: <kew@lycos-inc.com>

cc: "Alan Murray" <resume@direct-revenue.com>

Subject: Contact

Kew-

I'm leaving for Israel today.

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

Best,

J

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

From: kew@lycos-inc.com [mailto:kew@lycos-inc.com]

Sent: Friday, December 10, 2004 11:20 AM

To: Joshua Abram

Subject: RE: In the interest of getting this done

Just faxed 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.

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12/09/2004 06:39 PM

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1/9/06 11:49 AM

Joshua and Alan,

Thank you, we did receive the countersignature. I'll finalize the closing process from my end and we'll see where we are at the end of the tomorrow. Thanks and speak to you soon.

-Kew

"Joshua Abram" <josh@direct-revenue.com>

12/12/2004 11:20 AM

To: <kew@lycos-inc.com>
cc: "Alan Murray" <esume@direct-revenue.com>
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1/9/06 11:49 AM

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1/9/06 11:40 AM

Thanks Jon. Rob Balazy will follow up with you on the SideSearch discussion. I also forwarded your contact information over to Kew Kelly-Yuoh who will follow up on the other discussions.

Adam

Adam L. Soroca
GM Search Services
Lycos Inc.
100 Fifth Avenue
Waltham, MA 02451
Office: (781) 370-2899
Fax: (781) 795-3290
Mobile: (617) 803-9858

InSite(TM) Search Marketing Made Easy!
<http://insite.lycos.com>

"Jonathan Wu" <JWu@insightpartners.com>

10/18/2004 03:35 PM

To: <Adam.Soroca@lycos-inc.com>
cc: <joshua@direct-revenue.com>
Subject: SideSearch

Adam - Good talking to you last week. I've copied on Joshua Abram at Direct Revenue. Feel free to send us both the information regarding SideSearch. I'm looking forward to following up.

Regards,

Jon

Jonathan Wu
Insight Venture Partners
680 Fifth Avenue, 8th Floor
(212) 230-9246 (p)
(212) 230-9272 (f)

mhtml:main:

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CONFIDENTIAL

Mon, Jan 9, 2006 11:41 AM

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: 781.434.3048
F: 781.370.2703
E: robert.balazy@lycos-inc.com

(See attached file: Mutual NDA.doc)

Exhibit 8

Question 9



Question 11

The logo for "better internet" features the word "better" in a lowercase sans-serif font, followed by a stylized human figure with arms raised, and then the word "internet" in a lowercase sans-serif font.[Home](#) [Our Partners](#) [Contact](#)

Standard Distribution Agreement

The signed Insertion Order ("IO") combined with these Standard Distribution Agreement Terms (collectively, the "Agreement") by and between BetterInternet, Inc. a Nevada corporation with ("BI") and the entity that counter-signed the IO ("Company") are effective as of the date of the IO (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, BI is in the business of providing promotional offers and software downloads to online consumers; and

WHEREAS, both parties wish that the BI 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 desktop.

Distribution: is the installation of the Product to the Company Desktop user base performed by Company.

Party: is either party to this Agreement.

Product: is the BI 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 completes installation of the Product in connection with the Distribution by Company hereunder.

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 costs of fulfillment, including without limitation, diskette reproduction, 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 not be installed until after each potential Registered User has agreed to (by means of legally valid affirmative consent): (a) an end-user license agreement (EULA) provided by BI or (b) a EULA that provides BI with rights, limitations or liability and other terms and conditions that are equivalent to those set forth in BI'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 disclosures 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. BI shall make commercially reasonable efforts to report to Company, approximately once per day, the number of Registered Users created. Unless objected to by Company 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. BI 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. BI 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 BI, 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 BI under this Agreement. Any underpayment discovered (and verified by BI) shall be paid within fifteen (15) business days. Any over-payment discovered shall be deducted from the next due payment or repaid to BI 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 BI and each Registered User; provided that Company shall have all support and maintenance responsibilities in connection with the Company Desktop. In addition, all Updates 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 BI 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 & 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 by BI upon not 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, designs, 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 prevent or restrict such disclosure.

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

Confidential Information, any and all data and information relating to (a) which users of the Company Desktop are Registered Users; (b) the interactions between the Product and Registered Users; and (c) any other information relating to the use, distribution or deletion of the Product by Registered Users (collectively, the "User Data"). The User Data shall be deemed the sole and exclusive property of BI and BI's Confidential Information.

6. LICENSE

BI hereby grants to Company

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

(ii) The limited, non-exclusive, non-transferable, world-wide royalty-free and revocable right and license to use the BI Product trademark and logo, in accordance with BI branding guidelines and subject to BI prior written approval, solely for the purpose of marketing and promoting 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 inure to the benefit of BI.

7. OWNERSHIP

The Parties shall retain all right, title and interest in 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 thereto, 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 as of the Effective Date its products and/or software do not infringe any U.S. patents issued, or any copyright, trademark, or other intellectual property rights, and that its 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 WARRANTY 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 TO THE CONTRARY 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 SERVED 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, loss, 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 hereto and neither shall have the right, power or authority at any time to act on behalf of, to impose any obligation on 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 the same or any other provisions 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

specifically determined by any court to be, in whole or in part, invalid or unenforceable. Such termination, however, will not operate to discharge either Party from the obligation to pay the other Party any sum due such other Party or discharge any liability that 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, FIRES, LABOR DISTURBANCES, FLOODS, EPIDEMICS, GOVERNMENTAL RULES OR REGULATIONS, WAR, RIOT, 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 interest 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 insurance 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 name BI as an additional insured to such insurance policies. Company will promptly provide to BI certificate(s) from its insurers indicating the amount of insurance coverage, the nature of such coverage and the expiration date of each applicable policy. 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 inure 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 acquirer 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 IO) 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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