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11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN JOSE DIVISION

14 DIGITAL ENVOY, INC.,
 15 Plaintiff/Counterdefendant,
 16 v.
 17 GOOGLE, INC.,
 18 Defendant/Counterclaimant.

Case No. C 04 01497 RS

**DECLARATION OF ROBERT
 FRIEDMAN IN SUPPORT OF DIGITAL
 ENVOY, INC.'S OPPOSITION TO
 GOOGLE, INC.'S SECOND MOTION
 FOR SUMMARY JUDGMENT**

**Date: March 30, 2005
 Time: 9:30 a.m.
 Courtroom: 4, 5th Floor**

The Honorable Richard Seeborg

1 I, Robert Friedman, hereby declare:

2 1. I am an officer of Digital Envoy, Inc. I have personal knowledge of the facts
3 attested to in this declaration and if called to testify at trial I would do so competently.

4 2. Digital Envoy's licensing program allows is to be compensated in exchange for the
5 portion of the market it give up, and each licensing agreement it enters into reflects this concept.
6 If a licensee of Digital Envoy distributes Digital Envoy's licensed information to a third party, this
7 takes away a business opportunity from Digital Envoy. Digital Envoy generates revenue
8 exclusively through licensing its technology.

9 3. Digital Envoy limits and controls access to its information through the use of
10 standardized licensing agreements. Particularly, sections 3.1 and 7.2 of the agreement. This
11 standard agreement was used in the drafting of the Google license agreement. What changes were
12 made to that licensing agreement did not allow Google to geo-locate users on third party sites.

13 4. The interpretation of the licensing agreement advanced by Google would
14 essentially mean that Digital Envoy gave away all of the rights to its information for \$3,000 per
15 month.

16 5. Google's Adwords program does not share Digital Envoy's information with third
17 party sites. Only Google receives revenue from the Adwords program. The Adwords program
18 does not violate the licensing agreement. The Adwords program does not take away a potential
19 customer from Digital Envoy.

20 6. Adsense is different from Adwords in that in Adsense, a user is not "searching", but
21 is browsing a third party site.

22 7. The protections found in Digital Envoy's licensing agreements prevent the licensee
23 from acquiring a new and distinct line of business and use and using the technology in that
24 business without an expansion of the license.

25 8. Digital Envoy had no knowledge Google was misusing its data until Google
26 confirmed as much on February 6, 2004.

27 9. Digital Envoy's database coverage of internet IP addresses is 99.99% complete.
28

1 I declare that the above stated facts are true under penalty of perjury under the laws of the
2 United States of America.

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4 Executed this 9th day of March at Norcross, Georgia.

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6
7 /s/ Robert Friedman _____

8 Robert Friedman
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