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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.  
 19

Case No. C 04 01497 RS

**ANSWER TO AMENDED  
 COUNTERCLAIMS OF GOOGLE, INC.  
 AND DEMAND FOR JURY TRIAL**

20 Digital Envoy, Inc. ("Digital Envoy") answers the Amended Counterclaims filed by  
 21 Google, Inc. ("Google") as follows:

22 1. In response to paragraph 1 of the Amended Counterclaims, Digital Envoy states  
 23 that this paragraph describes Google's requested relief and does not require a response. Should  
 24 the court require an answer from Digital Envoy, it admits that Google seeks the relief stated in  
 25 paragraph 1, but denies that Google is entitled to any relief.

26 2. Digital Envoy lacks sufficient information to form a belief as to the truth of the  
 27 allegations stated in paragraph 2 of the Amended Counterclaims and on that basis denies the  
 28 allegations.

1           3.       Digital Envoy admits the allegations contained in paragraph 3 of the Amended  
2 Counterclaims.

3           4.       Digital Envoy admits the allegations contained in paragraph 4 of the Amended  
4 Counterclaims.

5           5.       In response to paragraph 5 of the Amended Counterclaims, Digital Envoy admits  
6 the allegations contained in the first sentence of the paragraph and denies the second sentence.  
7 Accordingly, Digital Envoy admits that this District is an appropriate venue under 28 U.S.C.  
8 § 1391.

9           6.       In response to paragraph 6 of the Amended Counterclaims, Digital Envoy admits  
10 that Google performs internet search, but denies the remainder of that allegations contained in this  
11 paragraph.

12           7.       Digital Envoy admits the allegations contained in paragraph 7 of the Amended  
13 Counterclaims.

14           8.       Digital Envoy admits the allegations contained in paragraph 8 of the Amended  
15 Counterclaims.

16           9.       In response to paragraph 9 of the Amended Counterclaims, Digital Envoy denies  
17 Google's characterization of the Agreement and accordingly denies the allegations contained in  
18 this paragraph. The Agreement speaks for itself.

19           10.      In response to paragraph 10 of the Amended Counterclaims, Digital Envoy denies  
20 Google's characterization of the Agreement and accordingly denies the allegations contained in  
21 this paragraph. The Agreement speaks for itself.

22           11.      In response to paragraph 11 of the Amended Counterclaims, Digital Envoy denies  
23 Google's characterization of the Agreement and accordingly denies the allegations contained in  
24 this paragraph. The Agreement speaks for itself.

25           12.      In response to paragraph 12 of the Amended Counterclaims, Digital Envoy denies  
26 Google's characterization of the Agreement and accordingly denies the allegations contained in  
27 this paragraph. The Agreement speaks for itself.

28

1 .13. In response to paragraph 13 of the Amended Counterclaims, Digital Envoy denies  
2 Google's characterization of the Mutual Non-Disclosure Agreement ("NDA") and accordingly  
3 denies the allegations contained in this paragraph. The NDA speaks for itself.

4 14. In response to paragraph 14 of the Amended Counterclaims, Digital Envoy denies  
5 Google's characterization of the NDA and accordingly denies the allegations contained in this  
6 paragraph. The NDA speaks for itself.

7 15. Digital Envoy denies the allegations contained in paragraph 15 of the Amended  
8 Counterclaims.

9 16. Digital Envoy denies the allegations contained in paragraph 16 of the Amended  
10 Counterclaims.

11 17. Digital Envoy denies the allegations contained in paragraph 17 of the Amended  
12 Counterclaims.

13 18. Digital Envoy denies the allegations contained in paragraph 18 of the Amended  
14 Counterclaims.

15 19. Digital Envoy denies the allegations contained in paragraph 19 of the Amended  
16 Counterclaims.

17 20. Digital Envoy denies the allegations contained in paragraph 20 of the Amended  
18 Counterclaims.

19 21. Digital Envoy denies the allegations contained in paragraph 21 of the Amended  
20 Counterclaims.

21 22. Digital Envoy denies the allegations contained in paragraph 22 of the Amended  
22 Counterclaims.

23 23. Digital Envoy denies the allegations contained in paragraph 23 of the Amended  
24 Counterclaims.

25 24. Digital Envoy denies the allegations contained in paragraph 24 of the Amended  
26 Counterclaims.

27 25. Digital Envoy denies the allegations contained in paragraph 25 of the Amended  
28 Counterclaims.

1           26.     In response to paragraph 26 of the Amended Counterclaims, Digital Envoy  
2 incorporates its responses to paragraphs 1 through 25 of the Amended Counterclaims.

3           27.     Digital Envoy admits the allegations contained in paragraph 27 of the Amended  
4 Counterclaims.

5           28.     Digital Envoy denies the allegations contained in paragraph 28 of the Amended  
6 Counterclaims.

7           29.     Digital Envoy denies the allegations contained in paragraph 29 of the Amended  
8 Counterclaims.

9           30.     Digital Envoy denies the allegations contained in paragraph 30 of the Amended  
10 Counterclaims.

11          31.     Digital Envoy denies the allegations contained in paragraph 31 of the Amended  
12 Counterclaims.

13          32.     In response to paragraph 32 of the Amended Counterclaims, Digital Envoy  
14 incorporates its responses to paragraphs 1 through 31 of the Amended Counterclaims.

15          33.     Digital Envoy denies the allegations contained in paragraph 33 of the Amended  
16 Counterclaims.

17          34.     Digital Envoy denies the allegations contained in paragraph 34 of the Amended  
18 Counterclaims.

19          35.     In response to paragraph 35 of the Amended Counterclaims, Digital Envoy  
20 incorporates its responses to paragraphs 1 through 34 of the Amended Counterclaims.

21          36.     Digital Envoy admits the allegations contained in paragraph 36 of the Amended  
22 Counterclaims.

23          37.     Digital Envoy denies the allegations contained in paragraph 37 of the Amended  
24 Counterclaims.

25          38.     Digital Envoy denies the allegations contained in paragraph 38 of the Amended  
26 Counterclaims.

27          39.     Digital Envoy denies the allegations contained in paragraph 39 of the Amended  
28 Counterclaims.





