

**KRAMER DECLARATION EXHIBIT I**

**Grubbs, Deborah**

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**From:** Rob Friedman [rob@digitalenvoy.net]  
**Sent:** Friday, February 06, 2004 5:39 PM  
**To:** Steve Schimmel  
**Subject:** RE: Contract question

Oops, never mind, I just re-read your email and you're out on Monday. Let's catch up on Wednesday then. :)

One more point of clarification after re-reading your email (my kids were tugging on me as I was typing the last email, so I may have been less clear <grin>): we agree that Adwords is just a subcategory of Information search... I would consider it the same as a paid listing and I think it should be covered under our current agreement.

In AdSense, however, a user is not searching (or using search terms), but is at another web site and is presented with ads (as I understand it--I may be wrong). This doesn't seem to fall into "information search," since a user isn't searching, but instead would be an "Ad network" as you guys also refer to it on your site. Additionally, the fact that 3rd parties are getting revenue directly by running these ads on their sites makes it in effect a reselling of our technology by Google to third parties for their use on their site, rather than a use of our technology solely by Google on its site.

Cheers,

Rob

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

**From:** Steve Schimmel [mailto:steve@google.com]  
**Sent:** Friday, February 06, 2004 7:45 PM  
**To:** 'Rob Friedman'  
**Subject:** RE: Contract question

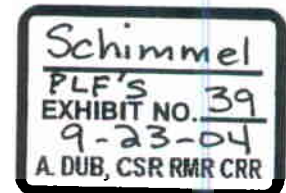
Hi Rob,

We do use the data in our ad program on our site and syndicated, but this actually is within the scope of the agreement.

I had to go through my email archives, but pulled out the following 2 strings which indicate that we talked about/ got approval for these things from the start [I appologize for the length of the 1st string]. Note that our philosophy is that advertising is definitely part of information search technology.

Let me know if you want to talk further.

Note, I am out Monday, in Tuesday.



GOOG 007112

4/5/2004

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Have a great weekend.

REGARDING USE OF TARGETING IN AD PROGRAM:

> From: Steve Schimmel <steve@google.com>  
> Date: Wednesday, November 22, 2000 10:25 AM  
> To: Rob Friedman <rob@digitalenvoy.net>  
> Subject: re Google geolocation contract draft  
>  
>  
> Rob,  
>  
> Thanks for getting this to me so quickly.  
> I am having our Legal dept take a look at it.  
> We will probably have comments back to you (if any) on Monday.  
>  
> One thing I noticed is that in the contract you are quoting the \$7,500  
> set-up fee in addition to the monthly fees. In our earlier  
> correspondence you said that "If Google supplies the servers, we would  
> waive all start-up fees". I believe that is what we are going to  
> do...so we would need to take that out.  
>  
> I will let you know as soon as review is complete.  
>  
> Sincerely,  
>  
> Steve  
>  
>  
> Rob Friedman wrote:  
>  
>> Steve,  
>>  
>> Matt gave me a call yesterday and said that Google wanted to get a  
>> version of our product up and running at your site as soon as  
>> possible.  
>>  
>> To that end, I've attached a draft of an agreement incorporating the  
>> terms we've discussed. The agreement should be pretty  
>> straightforward. If the agreement looks ok with you, please execute  
>> it and fax it back to me at  
> 678  
>> 474-0724. We can then get you up and running asap.  
>>  
>> Please let me know if you have any questions or comments.  
>>  
>> Thanks and we look forward to working with you!  
>>  
>> Rob  
>>  
>> Rob Friedman

GOOG 007113

4/5/2004

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>> Chief Business Envoy  
>> Digital Envoy  
>> (678) 474-9766  
>> rob@digitalenvoy.net  
>>  
>> -----Original Message-----  
>> From: Steve Schimmel [<mailto:steve@google.com>]  
>> Sent: Tuesday, November 21, 2000 4:53 PM  
>> To: Rob Friedman  
>> Subject: Re: Google geolocation bid request  
>> Importance: High  
>>  
>> -----Google Confidential-----  
>>  
>> Rob,  
>>  
>> I wanted to give you an update from Google.  
>>  
>> The bids have come in...  
>>  
>> We have an opportunity for you.  
>> To be honest, you are the most expensive of the bunch.  
>> At your current bid, we cannot give you our business.  
>>  
>> That being said, after discussing it with Matt, I have become aware  
>> that DigitalEnvoy would be our choice if you could meet the  
>> following terms:  
>>  
>> Unlimited volume and use for country targeting (ie. advertising,  
>> customized  
>> country pages and internal research purposes) for ~\$3,000/mth total.  
>>  
>> We would be willing to discuss targeting down to the metro level for  
>> an additional cost when the need arises.  
>>  
>> Please let me know if you are able to meet these terms.  
>>  
>> Note that we are not offering this additional chance to the other  
>> vendors. We would prefer to work with you.  
>>  
>> If you agree to this, probably the only thing that could interrupt  
>> the decision would be a last effort by another vendor to provide us  
>> with the product  
>> for  
>> ~free. I do not anticipate this would happen.  
>>  
>> I would optimally like to make a decision this evening...so please  
>> let me know.  
>>  
>> As for other compensation opportunities such as advertising...please  
>> let

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> me  
 >> know  
 >> what keywords you think would make sense for your products. We only  
 >> serve targeted keyword (and phrase) advertising, and I would need to  
 >> check to  
 > see  
 >> what  
 >> the inventory would be for those words.  
 >>  
 >> Looking forward to your response.  
 >>  
 >> Steve  
 >>  
 >> Rob Friedman wrote:  
 >>  
 >>> Yes. We provide weekly updates...all done seamlessly and  
 >>> automatically.  
 >> No  
 >>> cds or anything like that. It is all included in the price.  
 >>>  
 >>> Rob Friedman  
 >>> Chief Business Envoy  
 >>> Digital Envoy  
 >>> (678) 474-9766  
 >>> rob@digitalenvoy.net  
 >>>  
 >>> -----Original Message-----  
 >>> From: Steve Schimmel [mailto:steve@google.com]  
 >>> Sent: Tuesday, November 21, 2000 2:27 PM  
 >>> To: rob@digitalenvoy.net  
 >>> Subject: Re: Google geolocation bid request  
 >>>  
 >>> Rob,  
 >>>  
 >>> Hope to get a full response out by end of day.  
 >>> Until then, I have a quick question:  
 >>> Do your bids include updates?  
 >>>  
 >>> Thanks,  
 >>> Steve  
 >>>  
 >>> Rob Friedman wrote:  
 >>>  
 >>>> Thanks for the feedback Steve. I appreciate Google's reasoning  
 >> regarding  
 >>>> PR--it makes a lot of sense. We can certainly live without the  
 >>>> press release.  
 >>>>  
 >>>> The fee that I quoted earlier would be for "all you can eat"  
 >>>> metro-targeting-you can use it for everything and there is no  
 >>>> volume

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>> cap.  
>>>> Again we can talk about possible trade-offs (maybe for  
>>>> advertising or something, if it makes sense). Additionally, we  
>>>> can also talk about a graduated payment scale as your use  
>>>> increases (maybe one rate for use  
> in  
>>>> advertising only, additional for use in the search engine when  
>>>> you  
>> decide  
>>> to  
>>>> implement that)-don't know, just a thought. As for other  
>> granularities,  
>>>> we can probably cut the price in half, if you were just  
>>>> interested in country targeting (unlimited use). BTW, it seems  
>>>> that you should at  
>> least  
>>>> use country targeting for your "Google in your Language"  
>>>> feature. I  
>> think  
>>>> that it would add a lot to be able to show a Japanese user his  
>>>> or her  
>>> native  
>>>> language when he or she first hit your site rather than have to  
>>>> choose  
>> it  
>>>> from a menu. Anyway, my that's just my two cents.  
>>>>  
>>>> We definitely view Google as a very important  
>>>> customer-especially  
> since  
>> it  
>>>> is the unofficial search engine of Digital Envoy (we all use it  
> because  
>> it  
>>>> is so fast). <grin>  
>>>>  
>>>> Let's talk on Monday!!  
>>>>  
>>>> Have a good weekend.  
>>>>  
>>>> Cheers,  
>>>>  
>>>> Rob  
>>>>  
>>>> Rob Friedman  
>>>> Chief Business Envoy  
>>>> Digital Envoy  
>>>> rob@digitalenvoy.net  
>>>> 678 474-9766 (ext 202)  
>>>>  
>>>> -----Original Message-----

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>>>> From: Steve Schimmel [mailto:steve@google.com]  
>>>> Sent: Friday, November 17, 2000 8:22 PM  
>>>> To: Rob Friedman  
>>>> Subject: Re: Google geolocation bid request  
>>>>  
>>>> << File: steve.vcf >> Rob,  
>>>>  
>>>> Thanks for getting back to me.  
>>>> I wanted to respond here, but Ill give you a call (probably  
>>>> Monday). [please feel free to respond via email before the  
>>>> call].  
>>>>  
>>>> We will probably, eventually use your product in all the ways  
>>>> mentioned..That being said, we will most likely just use it for  
>>>> advertising targeting  
>> for  
>>> a  
>>>> while (but like to have flexibility).  
>>>>  
>>>> We like the ability to go down to the city level, but want to  
>>>> get your  
>>> bids  
>>>> for  
>>>> if we used it at the different levels of granularity.  
>>>>  
>>>> As for volume, we do not want to have to deal with forecasting  
>>>> usage,  
> so  
>>> we  
>>>> would want to consider it on an "all you can eat" basis.  
>>>>  
>>>> We definitely appreciate your attitude and desire to be  
>>>> flexible.  
>>>>  
>>>> I do want to let you know our hard stance on PR.  
>>>> Google is first and foremost a technology company. As such, all  
>>> information  
>>>> regarding technology sources is to be treated as confidential by  
> Google  
>>>> (you'll  
>>>> notice that we dont have any type of site vendor or contributors  
>>>> page-  
>> our  
>>>> "partners" page is really a partial customer list).  
>>>> As the leading search technology vendor, competitors constantly  
>>>> try to discover how we do what we do. If we go outside our  
>>>> company for technology/expertise, we  
>>>> treat this knowledge as one of our competitive advantages. I'm sure  
>> this  
>>> is  
>>>> a

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>>>> position you can understand, especially given the current  
>>>> competitive landscape in search!  
>>>> That being said, we would not restrict you from mentioning Google  
when  
>> you  
>>>> list  
>>>> your clients, and perhaps we may act as a reference account to  
>> non-search  
>>>> prospective clients.  
>>>>  
>>>> I look forward to speaking with you,  
>>>>  
>>>> Steve  
>>>>  
>>>> Rob Friedman wrote:  
>>>>  
>>>>> Steve,  
>>>>>  
>>>>> One thing I neglected to ask is how Google would be using our  
> service.  
>>> I  
>>>>> was assuming that you'd be using NetAcuity to help determine  
> relevant  
>>>>> search  
>>>>> results, tailor language on your site for foreign users, as  
>>>>> well  
>> aiding  
>>> in  
>>>>> targeting your new advertising push. Also, I assumed that  
>>>>> you'd  
> need  
>>>>> information down to the city-level. These uses are reflected  
>>>>> in the  
>>> price  
>>>>> I  
>>>>> quoted.  
>>>>>  
>>>>> Note that our prices vary based on our customer's use of our  
>> technology,  
>>>>> the  
>>>>> approximate number of hits to be processed per month, and the  
>>> granularity  
>>>>> of  
>>>>> information needed (country, region and/or city-level).  
>>>>> Please let  
> me  
>>>>> know  
>>>>> if my assumptions were incorrect.  
>>>>>  
>>>>> Again, please feel free to give me a call at 678 474-9766 (ext  
>>>>> 202)

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4/5/2004



> to  
 >>>> discuss our products further.  
 >>>>  
 >>>> Cheers,  
 >>>>  
 >>>> Rob  
 >>>>  
 >>>> Rob Friedman  
 >>>> Chief Business Envoy  
 >>>> Digital Envoy  
 >>>> (678) 474-9766  
 >>>> rob@digitalenvoy.net  
 >>>>  
 >>>> -----Original Message-----  
 >>>> From: Steve Schimmel [mailto:steve@google.com]  
 >>>> Sent: Wednesday, November 15, 2000 6:29 PM  
 >>>> To: rob@digitalenvoy.net  
 >>>> Subject: Google geolocation bid request  
 >>>>  
 >>>> Rob,  
 >>>>  
 >>>> I wanted to introduce myself.  
 >>>> I am in the Strategic Alliances group here at Google. I am  
 >>>> assisting Matt Cutts in getting a geolocation service for us.  
 >>>>  
 >>>> We have narrowed down potential alternative vendors for this  
 > service,  
 >>>> and have included you in our finalists.  
 >>>>  
 >>>> At this point, I would like to get your best bid on providing  
 >>>> us  
 > with  
 >>>> geolocation services for a 6 month contract (with the option  
 >>>> to  
 > renew  
 >>>> for an additional 6 months at same terms).  
 >>>>  
 >>>> I want to make sure I understand the full cost, so please also  
 >> indicate  
 >>>> if there are additional items required (ie. if we must  
 >>>> purchase any hardware from you, etc).  
 >>>>  
 >>>> I appreciate your timely response.  
 >>>>  
 >>>> Sincerely,  
 >>>>  
 >>>> Steve

>=====

GOOG 007119

REGARDING USE ON 3RD PARTY SITES

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

: Subject: RE: Google contract w/ comments  
: Date: Wed, 29 Nov 2000 21:01:10 -0500  
: From: "Rob Friedman" <rob@digitalenvoy.net>  
: Reply-To: <rob@digitalenvoy.net>  
: To: "Steve Schimmel" <steve@google.com>

: Steve,

: I got your comments on the agreement and started looking them over.  
: Most of  
: the changes look self-explanatory and should be fine.

: However, I was wondering if you could give me a little better  
: understanding  
: of what you mean by:

: "Licensee may also use the Database Libraries to develop indices,  
: services,  
: or applications that are provided to third parties (e.g., developing a  
: country-specific index of web pages)."

: I assume that these services or indices would not involve shipping our  
: database to third parties (or giving them direct access to our  
: database)

: and  
: would merely be applications that are created by applying our country  
: information to Google's own information (as I think we discussed on the  
: phone).

: I was just curious because the clause below seems to indicate there  
: could be  
: situations when our Database Libraries are distributed to third parties  
: (I  
: don't think that is what you're intending to do):

: " Except as set forth in this Agreement, in no event shall Licensee  
: distribute, disclose or otherwise make available the Database Libraries,  
: or  
: any information contained therein to any other party whatsoever or at  
: any  
: other site other than the Site, without the express written consent of  
: Licensor."

: If you could give me a better understanding of your intent with respect  
: to  
: these provisions that would be great. Obviously, our concern would be  
: Google repackaging our Database in conjunction with product offerings  
: and

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: allowing other third parties to directly access it---again I don't think  
: that this is Google's intent, but I want to make sure that we fully  
: understand your intended use before we sign the agreement.

: Thanks for your feedback.

: Cheers,

: Rob

: Rob Friedman  
: Chief Business Envoy  
: Digital Envoy  
: rob@digitalenvoy.net  
: 678 474-9766 (ext 202)

=====  
=====

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

From: Rob Friedman [mailto:rob@digitalenvoy.net]  
Sent: Friday, February 06, 2004 6:39 AM  
To: Steve Schimmel  
Subject: RE: Contract question

Hi Steve,

Just following up to see if you've been able to get any more info on this...

Cheers,

Rob

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

From: Steve Schimmel [mailto:steve@google.com]  
Sent: Wednesday, February 04, 2004 3:03 PM  
To: 'Rob Friedman'  
Subject: RE: Contract question

GOOG 007121

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Hi Rob,

Nice to hear from you.

I actually just returned from my sabbatical last week.

Let me look into this and get back to you.

The company has grown quite a bit since I've been gone, so it may take a little time.

Best,

Steve

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

From: Rob Friedman [mailto:rob@digitalenvoy.net]

Sent: Tuesday, February 03, 2004 10:54 AM

To: steve@google.com

Subject: Contract question

Importance: High

Hi Steve,

Our contract compliance team was recently auditing several of our customer licenses. One question that came up in this audit process was whether Google has expanded its use of Digital Envoy's technology outside of "producing and maintaining information search technology" (the definition of "business"/use limitation set forth in our current license agreement) with the recent growth in its business and deployment of our technology; and whether a further expansion of the scope of the license agreement was necessary.

To that end, could you confirm whether Google is using our geolocation technology in its AdSense program or the Google Ad Network? The way those programs are defined it looks like that use would be outside of the "information search" business and more into the "ad network" business [<https://www.google.com/adsense/faq#start3> <https://adwords.google.com/select/faq/network.html#1>] and additionally the information might be being sold on third party sites outside of the main Google site. Any further clarification you can provide regarding the scope of Google's use of the technology would be useful, so I can report it back to the team.

If you could let me know at your earliest convenience, I'd very much appreciate it.

Hope all is well!

Thanks,

Rob

GOOG 007122

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Rob Friedman  
Executive Vice President,  
Corporate Development  
& Co-Founder  
Digital Envoy  
Ph: (678) 258-6324  
Fax: (678) 258-6363

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