

# EXHIBIT G



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JORDAN A. LAVINE  
Direct Dial: (215) 279-9389  
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May 7, 2009

Mr. Kent Walker  
Vice President & General Counsel  
Legal Department  
Google, Inc.  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

Re: Permanent Suspension of Google AdWords Account of Ascentive, LLC

Dear Mr. Walker:

I write on behalf of our client Ascentive, LLC ("Ascentive"), to request that Google, Inc. ("Google"), immediately revoke its suspension of Ascentive's Google AdWords account.

Over the past decade, Ascentive has developed and sold over a dozen computer software products and developed a reputation as a leader in the PC software industry. Ascentive's products have received accolades from media organizations such as The Wall Street Journal, Newsweek, Forbes, Tech TV and NBC. Ascentive is a Microsoft Certified Partner with one established patent, which was awarded "fast-track" review status by the USPTO for potential counterterrorism applications, and three additional pending patent applications.

Ascentive has made substantial investments in its computer software products, its marketing, and specifically, its online advertising. A significant portion of Ascentive's revenues are derived from online advertising and sales.

Google recently informed Ascentive that Google was permanently suspending Ascentive's AdWords account for "multiple policy disapprovals," but failed to identify any Google policy violated by Ascentive. See Correspondence attached as Exhibit A. The Google representative that corresponded with Ascentive stated that under Google's Terms and Conditions, Google could take such action "for any reason." *Id.*

Mr. Kent Walker  
May 7, 2009  
Page 2

However, Google's Terms and Conditions do not permit Google to permanently suspend a customer's account, and prevent that customer from running any future AdWords advertisements, "for any reason." The Terms and Conditions outline specific "Prohibited Uses" in Paragraph 4, and state: "[v]iolation of the foregoing may result in immediate termination of this Agreement or customer's account without notice and may subject Customer to legal penalties and consequences." See Terms and Conditions attached as Exhibit B.

Ascentive did not violate any provision of Paragraph 4. To the contrary, Ascentive's conduct as a Google AdWords customer complied with Google's Terms and Conditions and the applicable policies, regulations, code of conduct and guidelines at all times.

Google's suspension of Ascentive's AdWords account has caused and continues to cause Ascentive to lose significant revenues. For example, Ascentive is currently running television advertisements for its "FinallyFast" computer software available online. Ascentive's FinallyFast trademark has gained widespread recognition as a result of its efforts, and Google estimates that over 33,000 Google users search for "FinallyFast" per month. See <https://adwords.google.com/select/KeywordToolExternal>. However, due to Google's unwarranted suspension of Ascentive's account, Ascentive's FinallyFast.com website no longer appears in Google's Sponsored Links or natural search listings, so Google users searching for Ascentive's software are currently being redirected to other websites.

As Google's permanent suspension of Ascentive's AdWords account is not permitted or warranted under the Terms and Conditions governing the AdWords Program, and Google's suspension and actions are causing harm to Ascentive on an ongoing basis, we request that the suspension immediately be revoked.

If you would like to discuss this matter, please do not hesitate to contact the undersigned.

Very truly yours,

Jordan LaVine 

cc: Ascentive, LLC

# EXHIBIT A

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

From: AdWords Support [mailto:adwords-support@google.com]  
Sent: Tuesday, April 28, 2009 12:38 PM  
To: Tim O'Malley  
Subject: Re: [#407356004] Your Google AdWords Account: Repeated advertising policy violations

Hello Tim,

As mentioned in our previous email, your Google AdWords account has been suspended due to multiple policy disapprovals. We are unable to revoke your account suspension, and we will not accept advertisements from you in the future.

Please note that our support team is unable to help you with this issue, and we ask that you do not contact them about this matter. If you need more information about our content policy guidelines, please visit <https://adwords.google.com/select/contentpolicy.html>.

As noted in our Terms and Conditions, Google reserves the right to terminate advertisements for any reason. To view our Terms and Conditions, please visit <https://adwords.google.com/select/tsandcsfinder>.

We appreciate your cooperation.

Sincerely,

Peter A  
The Google AdWords Team

Original Message Follows:

-----  
From: "Tim O'Malley" <tomalley@ASCENTIVE.COM>  
Subject: RE: [#407356004] Issue Investigation Update  
Date: Mon, 27 Apr 2009 17:33:37 -0400

> Dear Google Admin Team,  
>

> I am writing to request our websites (Ascentive.com, Finallyfast.com and FastatLast.com) be reconsidered for participation in the Google AdWords program. We have worked with StopBadWare.org to address their concerns about our programs and have now been removed from their active alerts list  
> <http://blog.stopbadware.org/2009/04/27/ascentive-products-removed-from-active-alerts-list>. As stated in my previous email, Major antivirus software vendors have "whitelisted" our applications and declared them free of any viruses. If necessary, I can submit a sworn affidavit that our software does not contain any viruses, as well as copies of email confirmation from major antivirus software vendors confirming our whitelisting.

>  
> Our Ascentive.com, FinallyFast.com and FastAtLast.com websites have been listed by the Google Safe Browsing Diagnostic page as not being suspicious and have no warnings.

>  
> <http://www.google.com/safebrowsing/diagnostic?site=http://finallyfast.com>  
> com  
>  
> <http://www.google.com/safebrowsing/diagnostic?site=http://fastatlast.com>  
> om  
>  
> <http://www.google.com/safebrowsing/diagnostic?site=http://ascentive.com>  
> m  
>  
> We request that you reevaluate your designation of Ascentive's software as "badware" and allow us to re-start our marketing efforts using Google AdWords.  
>  
> Thank you for your time and consideration,  
>  
> Tim O'Malley  
> Manager of Search Engine Marketing  
> Ascentive Software  
> [www.ascentive.com](http://www.ascentive.com)  
> p (215) 320-6000 x192  
> f (215) 320-6001  
>  
> -----Original Message-----  
> From: AdWords Support [<mailto:adwords-support@google.com>]  
> Sent: Monday, March 09, 2009 1:23 PM  
> To: Adam Schran  
> Cc: Tim O'Malley  
> Subject: Re: [#407356004] Issue Investigation Update  
>  
> Hello Adam,  
>  
> Thank you for your email. Unfortunately, we will not be reversing our decision regarding the suspension of your account. Please respect our decision and as noted in our Terms and Conditions, Google reserves the right to terminate advertisements for any reason. To view our Terms and Conditions, please visit <https://adwords.google.com/select/tsandcsfinder>. We appreciate your cooperation.  
>  
> Sincerely,  
>  
> Peter A  
> The Google AdWords Team  
>  
>  
> -----  
> To access your AdWords account, please log in at:  
> <https://adwords.google.com>  
>>  
>  
> Original Message Follows:  
> -----  
> From: [noreply@google.com](mailto:noreply@google.com)  
> Subject: CC'd on 405290092: Subject: Re: [#405290092] Issue Investigation Update  
> Date: Wed, 04 Mar 2009 19:08:13 -0000

>  
> > peter.a@google.com was listed as a recipient on ticket 405290092,  
in  
queue SBS NA - Phone/Chat Follow Up. Do not reply to this  
notification,  
please load the main ticket to view or reply. The following link will  
open the ticket in a new Trax window:  
> > <http://trax/405290092>  
> >  
> > Here is a summary of the message:  
> > -----  
> > From: Adam Schran <aschran@ASCENTIVE.COM>  
> > To: "peter.a@google.com" <peter.a@google.com>,  
"security@google.com"  
  
> > <security@google.com>, "adwords-support@google.com"  
> > <adwords-support@google.com>  
> > Cc: "Tim O'Malley" <tomalley@ASCENTIVE.COM>  
> >  
> > Re: Disabling Ascentive's Google Adwords Account  
> >  
> > Dear Google Admin Team:  
> >  
> > I am Ascentive's CEO and writing you concerning your claim that  
Ascentive distributes virus software. I can assure you this is not the  
case.  
> >  
> > As per our web site, Ascentive has been in the PC software industry  
since 1998. We are a Microsoft Certified Partner with one established  
patent and three additional pending patent applications. Our patent  
was awarded "fast-track" review status by the USPTO for potential  
counterterrorism applications. With a dozen products, Ascentive is a  
market leader in corporate and consumer software and has received  
accolades from media organizations like The Wall Street Journal,  
Newsweek, Forbes, Tech TV and NBC.  
>  
> >  
> > Major antivirus software vendors have "whitelisted" our  
applications and declared them free of any viruses. If necessary, I  
can submit a sworn affidavit that our software does not contain any  
viruses, as well as copies of email confirmation from major antivirus  
software vendors confirming our whitelisting.  
> >  
> > Our Ascentive.com, FinallyFast.com and FastAtLast.com websites have  
been listed by the Google Safe Browsing Diagnostic page as not being  
suspicious and have no warnings.  
> >  
> > <http://www.google.com/safebrowsing/diagnostic?site=http://finallyfas>  
> > t.com  
> >  
> > <http://www.google.com/safebrowsing/diagnostic?site=http://www.ascent>  
> > ive.com  
> >  
> > <http://www.google.com/safebrowsing/diagnostic?site=http://fastatlast>  
> > .com  
> >

> > We do appreciate Google's efforts to cease promotion of sites that  
> > spread malware. Google's Policy of Software Principles  
> > ([http://www.google.com/intl/en/corporate/software\\_principles.html](http://www.google.com/intl/en/corporate/software_principles.html))  
> > mentions <http://stopbadware.org> as a partner in fighting malicious  
software. We previously worked with Brandon Palmen from  
stopbadware.org to address their concerns about our program Spyware  
Striker Pro. Despite making the modification requested to address  
their concerns about clarifying the software's user interface and  
software installation procedure to allow people to opt-out of our  
convenient dashboard app (which, as per industry standard, contains  
absolutely no 3rd party advertising and was already uninstalleable via  
the usual Windows uninstall screen), stopbadware.org then provided  
additional issues with no clear explanation as to how to completely  
conform to their standards, refused to give comments on the screen  
captures we sent of our proposed accommodation of their UI requests,  
and ultimately presented a constantly moving target.

> > After spending tens of thousands of dollars in development costs in  
attempts to satisfy StopBadware.org, we decided to resume work on our  
regular software development pipeline as we did not believe they would  
ever be satisfied in their attempts to tweak our software's user  
interface. We have not made any additional modifications to any of our  
other programs as we feel stopbadware.org had not provided enough  
information to ensure the changes we make will address their concerns  
and result in our being removed from their Active Alerts list.

> > We request that you reevaluate your designation of Ascentive's  
software as "badware" and allow us to address any of your concerns  
about our software products and gain an exemption from  
StopBadware.org's blacklisting of our applications, so we can appear  
again in Google's search results for paid and organic listings.

> > Additionally, our websites  
[www.finallyfast.com](http://www.finallyfast.com)<<http://www.finallyfast.com>> and  
[www.fastatlast.com](http://www.fastatlast.com)<<http://www.fastatlast.com>> are no longer appearing  
in the Google natural listings for searches related to finally fast and  
fast at last keywords. We request that these websites be reviewed  
again on the same merits as our Google AdWords campaign. The  
finallyfast.com web site is currently being advertised on television,  
and fastatlast.com on radio, and the lack of a Google organic or PPC  
appearance for these domains is causing us substantial harm.

> > Anything you can do to expedite your review of this situation and  
allow us to resume our PPC advertising would be greatly appreciated.  
Please let me know if there is any further information I can provide so  
you can be assured of the quality and consistency of our software  
applications....



## EXHIBIT B

5/21/2009

## Google Inc. Advertising Program Terms

These Google Inc. Advertising Program Terms ("**Terms**") are entered into by, as applicable, the customer signing these Terms or any document that references these Terms or that accepts these Terms electronically ("**Customer**") and Google Inc. ("**Google**"). These Terms govern Customer's participation in Google's advertising program(s) ("**Program**") and, as applicable, any insertion orders or service agreements ("**IO**") executed by and between the parties and/or Customer's online management of any advertising campaigns. These Terms and any applicable IO are collectively referred to as the "**Agreement**." Google and Customer hereby agree and acknowledge:

**1 Policies.** Program use is subject to all applicable Google and Partner policies, including without limitation the Editorial Guidelines ([adwords.google.com/select/guidelines.html](http://adwords.google.com/select/guidelines.html)), Google Privacy Policy ([www.google.com/privacy.html](http://www.google.com/privacy.html)) and Trademark Guidelines ([www.google.com/permissions/guidelines.html](http://www.google.com/permissions/guidelines.html)), and Google and Partner ad specification requirements (collectively, "**Policies**"). Policies may be modified at any time. Customer shall direct only to Google communications regarding Customer ads on Partner Properties. Some Program features are identified as "**Beta**," "**Ad Experiment**," or otherwise unsupported ("**Beta Features**"). To the fullest extent permitted by law, Beta Features are provided "**as is**" and at Customer's option and risk. Customer shall not disclose to any third party any information from Beta Features, existence of non-public Beta Features or access to Beta Features. Google may modify ads to comply with any Policies.

**2 The Program.** Customer is solely responsible for all: (a) ad targeting options and keywords (collectively "**Targets**") and all ad content, ad information, and ad URLs ("**Creative**"), whether generated by or for Customer; and (b) web sites, services and landing pages which Creative links or directs viewers to, and advertised services and products (collectively "**Services**"). Customer shall protect any Customer passwords and takes full responsibility for Customer's own, and third party, use of any Customer accounts. Customer understands and agrees that ads may be placed on (y) any content or property provided by Google ("**Google Property**"), and, unless Customer opts out of such placement in the manner specified by Google, (z) any other content or property provided by a third party ("**Partner**") upon which Google places ads ("**Partner Property**"). Customer authorizes and consents to all such placements. With respect to AdWords online auction-based advertising, Google may send Customer an email notifying Customer it has 72 hours ("**Modification Period**") to modify keywords and settings as posted. The account (as modified by Customer, or if not modified, as initially posted) is deemed approved by Customer in all respects after the Modification Period. Customer agrees that all placements of Customer's ads shall conclusively be deemed to have been approved by Customer unless Customer produces contemporaneous documentary evidence showing that Customer disapproved such placements in the manner specified by Google. With respect to all other advertising, Customer must provide Google with all relevant Creative by the due date set forth in that Program's applicable frequently asked questions at [www.google.com](http://www.google.com) ("**FAQ**") or as otherwise communicated by Google. Customer grants Google permission to utilize an automated software program to retrieve and analyze websites associated with the Services for ad quality and serving purposes, unless Customer specifically opts out of the evaluation in a manner specified by Google. Google may modify any of its Programs at any time without liability. Google also may modify these Terms at any time without liability, and Customer's use of the Program after notice that these Terms have changed constitutes Customer's acceptance of the new Terms. Google or Partners may reject or remove any ad or Target for any or no reason.

**3 Cancellation.** Customer may cancel advertising online through Customer's account if online cancellation functionality is available, or, if not available, with prior written notice to Google, including without limitation electronic mail. AdWords online auction-based advertising cancelled online will cease serving shortly after cancellation. The cancellation of all other advertising may be subject to Program policies or Google's ability to re-schedule reserved inventory or cancel ads already in production. Cancelled ads may be published despite cancellation if cancellation of those ads occurs after any applicable commitment date as set forth in advance by the Partner or Google, in which case Customer must pay for those ads. Google may cancel immediately any IO, any of its Programs, or these Terms at any time with notice, in which case Customer will be responsible for any ads already run. Sections 1, 2, 3, 5, 6, 7, 8, and 9 will survive any expiration or termination of this Agreement.

**4 Prohibited Uses; License Grant; Representations and Warranties.** Customer shall not, and shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; (b) use any automated means or form of scraping or data extraction to access, query or otherwise collect Google advertising related information from any Program website or property except as expressly permitted by Google; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice. Customer represents and warrants that it holds and hereby grants Google and Partners all rights (including without limitation any copyright, trademark, patent, publicity or other rights) in Creative, Services and Targets needed for Google and Partner to operate Programs (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Creative or Targets) in connection with this Agreement ("**Use**"). Customer represents and warrants that (y) all Customer information is complete, correct and current; and (z) any

5/21/2009

Use hereunder and Customer's Creative, Targets, and Customer's Services will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights (including without limitation intellectual property rights). Violation of the foregoing may result in immediate termination of this Agreement or customer's account without notice and may subject Customer to legal penalties and consequences.

**5 Disclaimer and Limitation of Liability.** To the fullest extent permitted by law, GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. To the fullest extent permitted by law, Google disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per click; (ii) click through rates; (iii) availability and delivery of any impressions, Creative, or Targets on any Partner Property, Google Property, or section thereof; (iv) clicks; (v) conversions or other results for any ads or Targets; (vi) the accuracy of Partner data (e.g. reach, size of audience, demographics or other purported characteristics of audience); and (vii) the adjacency or placement of ads within a Program. Customer understands that third parties may generate impressions or clicks on Customer's ads for prohibited or improper purposes, and Customer accepts the risk of any such impressions and clicks. Customer's exclusive remedy, and Google's exclusive liability, for suspected invalid impressions or clicks is for Customer to make a claim for a refund in the form of advertising credits for Google Properties within the time period required under Section 7 below. Any refunds for suspected invalid impressions or clicks are within Google's sole discretion. EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER AND CUSTOMER'S BREACHES OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OR INTERRUPTION TO CUSTOMER'S BUSINESS) WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO GOOGLE BY CUSTOMER FOR THE AD GIVING RISE TO THE CLAIM. Except for payment obligations, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including without limitation to acts of God, government, terrorism, natural disaster, labor conditions and power failures.

**6 Agency.** Customer represents and warrants that (a) it is authorized to act on behalf of and has bound to this Agreement any third party for which Customer advertises (a "Principal"), (b) as between Principal and Customer, the Principal owns any rights to Program information in connection with those ads, and (c) Customer shall not disclose Principal's Program information to any other party without Principal's consent.

**7 Payment.** Customer shall be responsible for all charges up to the amount of each IO, or as set in an online account, and shall pay all charges in U.S. Dollars or in such other currency as agreed to in writing by the parties. Unless agreed to by the parties in writing, Customer shall pay all charges in accordance with the payment terms in the applicable IO or Program FAQ. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer is responsible for paying (y) all taxes, government charges, and (z) reasonable expenses and attorneys fees Google incurs collecting late amounts. To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within 60 days after the charge (this does not affect Customer's credit card issuer rights). Charges are solely based on Google's measurements for the applicable Program, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Google and only in the form of advertising credit for only Google Properties. Nothing in these Terms or an IO may obligate Google to extend credit to any party. Customer acknowledges and agrees that any credit card and related billing and payment information that Customer provides to Google may be shared by Google with companies who work on Google's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Google and servicing Customer's account. Google may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Google shall not be liable for any use or disclosure of such information by such third parties.

**8 Indemnification.** Customer shall indemnify and defend Google, its Partners, agents, affiliates, and licensors from any third party claim or liability (collectively, "Liabilities"), arising out of Use, Customer's Program use, Targets, Creative and Services and breach of the Agreement. Partners shall be deemed third party beneficiaries of the above Partner indemnity.

**9 Miscellaneous.** THE AGREEMENT MUST BE CONSTRUED AS IF BOTH PARTIES JOINTLY WROTE IT AND GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOOGLE PROGRAM(S) SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY,

[https://www.google.com/intl/en\\_us/adwords/select/TCUSbilling0806.html](https://www.google.com/intl/en_us/adwords/select/TCUSbilling0806.html)

5/21/2009

CALIFORNIA, USA, AND GOOGLE AND CUSTOMER CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. The Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms and conditions applicable to the subject matter hereof. No statements or promises have been relied upon in entering into this Agreement except as expressly set forth herein, and any conflicting or additional terms contained in any other documents (e.g. reference to a purchase order number) or oral discussions are void. Each party shall not disclose the terms or conditions of these Terms to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation. Customer may grant approvals, permissions, extensions and consents by email, but any modifications by Customer to the Agreement must be made in a writing executed by both parties. Any notices to Google must be sent to Google Inc., Advertising Programs, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department, via confirmed facsimile, with a copy sent via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void. Google and Customer and Google and Partners are not legal partners or agents, but are independent contractors. In the event that these Terms or a Program expire or is terminated, Google shall not be obligated to return any materials to Customer. Notice to Customer may be effected by sending an email to the email address specified in Customer's account, or by posting a message to Customer's account interface, and is deemed received when sent (for email) or no more than 15 days after having been posted (for messages in Customer's AdWords interface).

*August 22, 2006*

## Arena, Alexis

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**From:** Arena, Alexis  
**Sent:** Thursday, May 21, 2009 9:58 AM  
**To:** 'adwords-support@google.com'  
**Cc:** 'legal@google.com'; LaVine, Jordan  
**Subject:** RE: [#440973179] Regarding your email to the Legal Team

**Attachments:** K. WALKER 5.7.09.PDF



K. WALKER  
5.7.09.PDF (671 KB)

Tulika,

Please address future correspondence regarding this matter to my attention or to the attention of Jordan LaVine, who I copied on this email. We represent the AdWords account holder, Ascentive, LLC.

The account listed as canceled is associated with the email address tmcMahon@ascentive.com and with the Customer ID No. [REDACTED]. The cancellation has affected all accounts tied to the My Client Center of Ascentive, LLC, which is associated with the email google@ascentive.com and with the Customer ID No. [REDACTED].

I have attached a copy of our May 7, 2009 correspondence to Google's legal department. As Google's unwarranted suspension is causing harm to Ascentive, LLC, on an ongoing basis, we request that the suspension be revoked immediately.

Please contact me if you need any additional information. We look forward to your prompt response.

Very truly yours,

Alexis Arena, Esq.  
Flaster/Greenberg P.C.  
1628 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103  
(215) 279-9908 (Phone)  
(215) 279-9394 (Fax)  
www.flastergreenberg.com

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

**From:** Maroccia, Lisa  
**Sent:** Thursday, May 21, 2009 8:35 AM  
**To:** Arena, Alexis  
**Subject:** FW: [#440973179] Regarding your email to the Legal Team

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

**From:** AdWords Support [mailto:adwords-support@google.com]  
**Sent:** Monday, May 18, 2009 3:26 AM  
**To:** Maroccia, Lisa  
**Subject:** [#440973179] Regarding your email to the Legal Team

Hello,

Thank you for your email. I'm sorry for the late reply. I see that you have send a letter to our legal team regarding your AdWords account getting permanently suspended from advertising. I'm sorry we are not able to locate your account per the information mentioned in your email. I request you to send your AdWords CID or the email address

associated with your account so that I can look into this issue further. Please know that your customer ID is located at the top of every page in your AdWords account.

If you have additional questions, please visit our Help Center at <https://adwords.google.com/support>, where you'll find answers to many frequently asked questions. We look forward to providing you with the most effective advertising available.

Sincerely,

Tulika  
The Google AdWords Team

-----  
Learn from other AdWords users. Ask questions, share answers, and post your favorite AdWords tips. Find out more at <http://www.google.com/support/forum/p/AdWords?hl=en>

## Arena, Alexis

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**From:** AdWords Support [adwords-support@google.com]  
**Sent:** Friday, May 22, 2009 12:11 AM  
**To:** Arena, Alexis  
**Cc:** legal@google.com; LaVine, Jordan  
**Subject:** Re: [#440973179] Regarding your email to the Legal Team

Hello Alexis,

Thank you for your email. I see that you are concerned about your AdWords account getting permanently suspended and I see that you have had a previous correspondence with our AdWords specialists Peter in this regard.

Alexis, as mentioned in Peter's email, your Google AdWords account has been suspended due to multiple policy disapprovals. We are unable to revoke your account suspension, and we will not accept advertisements from you in the future. You may visit <https://adwords.google.com/select/contentpolicy.html> if you need more information about our content policy .

As noted in our Terms and Conditions, Google reserves the right to terminate advertisements for any reason. To view our Terms and Conditions, please visit <https://adwords.google.com/select/tsandcsfinder>.

If you have additional questions, please visit our Help Center at <https://adwords.google.com/support>, where you'll find answers to many frequently asked questions. We look forward to providing you with the most effective advertising available.

Sincerely,

Tulika  
The Google AdWords Team

-----  
Learn from other AdWords users. Ask questions, share answers, and post your favorite AdWords tips. Find out more at <http://www.google.com/support/forum/p/AdWords?hl=en>

Original Message Follows:  
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**From:** "Arena, Alexis" <Alexis.Arena@flastergreenberg.com>  
**Subject:** RE: [#440973179] Regarding your email to the Legal Team  
**Date:** Thu, 21 May 2009 09:57:33 -0400

>  
> Tulika,  
>  
> Please address future correspondence regarding this matter to my  
> attention or to the attention of Jordan LaVine, who I copied on this  
> email. We represent the AdWords account holder, Ascentive, LLC.  
>  
> The account listed as canceled is associated with the email address  
> tmcMahon@ascentive.com and with the Customer ID No. 750-640-8119. The  
> cancellation has affected all accounts tied to the My Client Center of  
> Ascentive, LLC, which is associated with the email  
> google@ascentive.com and with the Customer ID No. 258-805-3225.  
>  
> I have attached a copy of our May 7, 2009 correspondence to Google's  
> legal department. As Google's unwarranted suspension is causing harm  
> to Ascentive, LLC, on an ongoing basis, we request that the suspension  
> be revoked immediately.  
>  
> Please contact me if you need any additional information. We look

> forward to your prompt response.

>  
> Very truly yours,

>  
> Alexis Arena, Esq.  
> Flaster/Greenberg P.C.  
> 1628 John F. Kennedy Boulevard  
> Philadelphia, Pennsylvania 19103  
> (215) 279-9908 (Phone)  
> (215) 279-9394 (Fax)  
> www.flastergreenberg.com

>  
>  
> -----Original Message-----

> From: Maroccia, Lisa  
> Sent: Thursday, May 21, 2009 8:35 AM  
> To: Arena, Alexis  
> Subject: FW: [#440973179] Regarding your email to the Legal Team

>  
>  
> -----Original Message-----

> From: AdWords Support [mailto:adwords-support@google.com]  
> Sent: Monday, May 18, 2009 3:26 AM  
> To: Maroccia, Lisa  
> Subject: [#440973179] Regarding your email to the Legal Team

>  
> Hello,

>  
> Thank you for your email. I'm sorry for the late reply. I see that you  
> have send a letter to our legal team regarding your AdWords account  
> getting permanently suspended from advertising. I'm sorry we are not  
> able to locate your account per the information mentioned in your email.  
> I request you to send your AdWords CID or the email address associated  
> with your account so that I can look into this issue further. Please  
> know that your customer ID is located at the top of every page in your  
> AdWords account.

>  
> If you have additional questions, please visit our Help Center at  
> <https://adwords.google.com/support>, where you'll find answers to many  
> frequently asked questions. We look forward to providing you with the  
> most effective advertising available.

>  
> Sincerely,

>  
> Tulika  
> The Google AdWords Team

>  
> -----  
> Learn from other AdWords users. Ask questions, share answers, and post  
> your favorite AdWords tips. Find out more at  
> <http://www.google.com/support/forum/p/AdWords?hl=en>

>  
>  
>