

# **EXHIBIT D**

**RELEASE OF ALL CLAIMS FOR GOOD AND SUFFICIENT CONSIDERATION**

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS FOR AND IN CONSIDERATION OF the within releases and covenants not to sue by ASIS INTERNET SERVICES, and other good and sufficient consideration by QUICKEN LOANS INC., receipt of which is hereby acknowledged, the undersigned ASIS INTERNET SERVICES, a California corporation, their heirs successors, executors, administrators, assigns and successors in interest (hereinafter referred to as "RELEASOR"), forever release and discharge QUICKEN LOANS INC., a Michigan corporation, their heirs, successors and assigns, including, but not limited to, all associations, firms, corporations, and public entities in accordance with § 877 of the Code of Civil Procedure of the State of California, from any and all present or future claims, demands, liens, liability, actions or causes of action of every kind, known or unknown, suspected or unsuspected, existing or which may hereafter exist, arising from the subject matter of Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California.

The undersigned QUICKEN LOANS INC., and their heirs successors, executors, administrators, assigns, successors in interest, agents, and legal and financial representatives (hereinafter referred to as "RELEASEE"), agree to cooperate with and provide RELEASOR, for said release, with: the names, identities, addresses, locations, phone numbers, email addresses, and descriptions of any and all relationships of persons or companies involved in any manner with the subject matter of Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California; and any relevant and ~~all~~ contracts or agreements (or summaries of such contracts or agreements) with persons or companies involved in any manner with the subject matter of Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California; ~~and any and all invoices or bills of lading and/or proofs of payment received~~

~~by or delivered by RELEASEE from persons or companies involved in any manner with the subject matter of Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California.~~ In addition, RELEASEE will provide RELEASOR any and all information RELEASEE has gathered and/or acquired through investigations or will gather and/or acquire in the future, whether internal or external, relating to the subject matter of Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California.\_

RELEASOR agrees to keep all information provided by RELEASEE to RELEASOR under the terms of this agreement confidential and will only release or disclose such information if required by applicable law, regulation, court order or legal process. If such release or disclosure is required, RELEASOR will notify RELEASEE prior to the release or disclosure.

It is understood and agreed that certain information provided by RELEASEE is either RELEASEE's proprietary information or the proprietary information of a 3<sup>rd</sup> party doing business with RELEASEE. RELEASOR agrees that it will only use the information in connection with the subject matter of Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California. RELEASOR agrees it will not use any proprietary or confidential information, documents, contracts, etc. for its own use, benefit or profit.

It is understood and agreed that RELEASEE does not have any business relationship with, whether direct or indirect, or knowledge of any of the defendants in Civil Action No. C 05-5124 JCS, United States District Court, Northern District of California.

FURTHER, in consideration of said releases and said other consideration, as a further consideration for this release and settlement, the undersigned agrees, represents and warrants as follows:

1. The RELEASOR AND RELEASEE understands that the liability for

occurrence, condition, casualty, event or series of events, is disputed by the parties herein released and this RELEASE is a compromise and shall not be construed as an admission of liability at any time or for any purpose.

2. This is a full and final RELEASE applying to all present and future unknown and unanticipated injuries, deaths, or damages arising out of the aforesaid accounts, occurrence, condition, casualty, event or series of events, as well as to those now known or disclosed, and the RELEASOR AND RELEASEE waives all rights or benefits which the RELEASOR AND RELEASEE have or may in the future have under terms of § 1542 of the Civil Code of the State of California.
3. The RELEASOR and the RELEASEE abandons and dismisses with prejudice all causes of action growing out of this event, including, but not limited to, action number C 05-1524 JCS, in the United States District Court, Northern District of California, and authorize a dismissal with prejudice of that entire action. Such dismissal with be filed promptly upon execution of this Release of All Claims. The dismissal will be without costs or attorney's fee to either party.
4. This agreement to be effective only upon and not until all parties hereinbefore described have signed and executed said agreement. The within agreement may be signed in counterparts.
5. This RELEASE is executed without reliance upon any representation by any party concerning the nature or extent of injuries or legal liability therefore, and the RELEASOR AND RELEASEE has read the contents thereof, and signed the same as

their own free act.

- 6. RELEASOR AND RELEASEE agree to keep this agreement confidential, except as required by law. Notwithstanding, RELEASOR AND RELEASEE may discuss this agreement with their attorneys or tax advisors provided they agree to be bound by the confidentiality provisions of this agreement.
- 7. RELEASOR AND RELEASEE, and their respective attorneys have cooperated in the preparation of this agreement and it will not be interpreted or construed against or in favor of any party.
- 8. RELEASOR agrees it will not initiate or pursue any claims, demands, liens, liability, actions or causes of action against Azoogle.com Inc. or AzoogleAds.com, Inc. relating to the subject matter of civil action number C 05-1524 JCS, in the United States District Court, Northern District of California.

This RELEASE contains the entire agreement between the parties hereto. The terms of this RELEASE are contractual and not a mere recital.

ASIS INTERNET SERVICES  
A California corporation

Dated:

\_\_\_\_\_  
Nella White  
Its President

QUICKEN LOANS INC.  
A Michigan corporation

Dated:

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_