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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ASIS INTERNET SERVICES, a California corporation,

Plaintiff,

vs.

OPTIN GLOBAL, INC., a Delaware Corporation, also dba Vision Media Limited Corp., USA Lenders Network, USA Lenders, and USA Debt Consolidation Service; et al.,

Defendants.

Case No. C-05-5124 JCS

DECLARATION OF DAVID GRAFF

KRONENBERGER BURGOYNE, LLP
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San Francisco, CA 94108
www.KronenbergerLaw.com

1 I, David Graff, declare as follows:

2 1. I am the General Counsel for AZOOGLEADS.COM, INC. ("Azoogle"), a party to
3 this action. I provide this declaration in response to certain discovery requests made by
4 Plaintiff ASIS INTERNET SERVICES ("ASIS") to Azoogle. Unless otherwise stated, I
5 have personal knowledge of the facts stated herein.

6 2. In order to respond to ASIS's requests, Azoogle engaged in multiple searches
7 of differing databases in an attempt to locate third-party vendor contracts. Despite
8 Azoogle's diligent efforts, it has located only one such contract, with Seamless Media
9 Corp. (the "Seamless Media Contract"), which has, upon information and belief, been
10 provided to ASIS.

11 3. The Terms and Conditions of the Seamless Media Contract are identical to the
12 Terms and Conditions of contracts between Azoogle and other third-party vendors.
13 Likewise, the form printed for the Insertion Order portion of the Seamless Media
14 Contract is the same for other third-party vendor contracts. The only difference between
15 the Seamless Media Contract and other third-party vendor contracts would be specific
16 and unique business terms, addressing volume and other business issues.

17
18 I declare under penalty of perjury of the laws of the United States that the
19 foregoing is true and correct and that this Declaration was executed on October 5, 2007,
20 at New York, New York.



21
22 David Graff, General Counsel of
AzoogleAds.com, Inc.

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