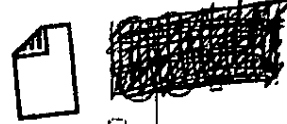


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FIRST LEGAL SUPPORT FAX (213) 250-1197



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JAMES A. TRILLING (*Admitted Pro Hac Vice*)  
P. W. H. KOFER (1) 10.10.11.10.11

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1 WHEREAS Plaintiff Federal Trade Commission ("Plaintiff" or  
2 "Commission") filed a Complaint against Defendants pursuant to Section 13(b) of  
3 the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to secure  
injunctive relief and other equitable relief against Defendants and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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A. The owner of the covered product or anyone else has any "legal"

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SCANNED

1 have continued access to our service for one (1) year on either an  
 2 automatically recurring or non-recurring basis; (2) Purchase a one  
 3 month license for \$19.99 which will automatically recur each month  
 4 until cancelled; or (3) purchase a one-time thirty day license to the  
 5 software for \$29.95. Such payment will cover usage up to thirty days.  
 6 One-time non-recurring licenses WILL NOT auto-renew and your  
 7 access to our service will terminate at the expiration of the license  
 8 period.

9 **II.**

10 **Requirement to Use Clear and Prominent Disclosures**

11 Stipulating Defendants, doing business through any person or entity, and  
 12 anyone acting in concert or participation with any of them, shall not distribute,  
 13 download, or install any software program, code, script, or other content to any  
 14 covered product, unless, before they seek express consent in accord with Section III  
 15 below, they disclose clearly and prominently the nature, frequency, and duration of  
 16 any pop-up window or language that they later may cause to appear on the covered  
 17 product regarding any purported obligation to pay any money to them. In addition,  
 18 the Stipulating Defendants shall also disclose the same information clearly and

1 covered product, unless a user of the covered product certifies that he is the owner  
2 of the covered product or is authorized by the owner of the covered product to  
3 download software onto the covered product and indicates assent to the distribution,  
4 download, or installation of such software program, code, script, or other content by  
5 clicking on a button (such as through a "single click") that is not pre-selected as the

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1 shall provide a sworn statement of compliance with this Section.

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**VII.**

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**Preservation of Records**

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The parties to this Agreement and Order, and each such person, shall not destroy, erase, mutilate, conceal, alter, transfer or otherwise dispose of, in any manner, directly or indirectly, any documents that relate to the trial offers, the terms and conditions, terms of use, terms of service, end user license agreements, or

SCANNED

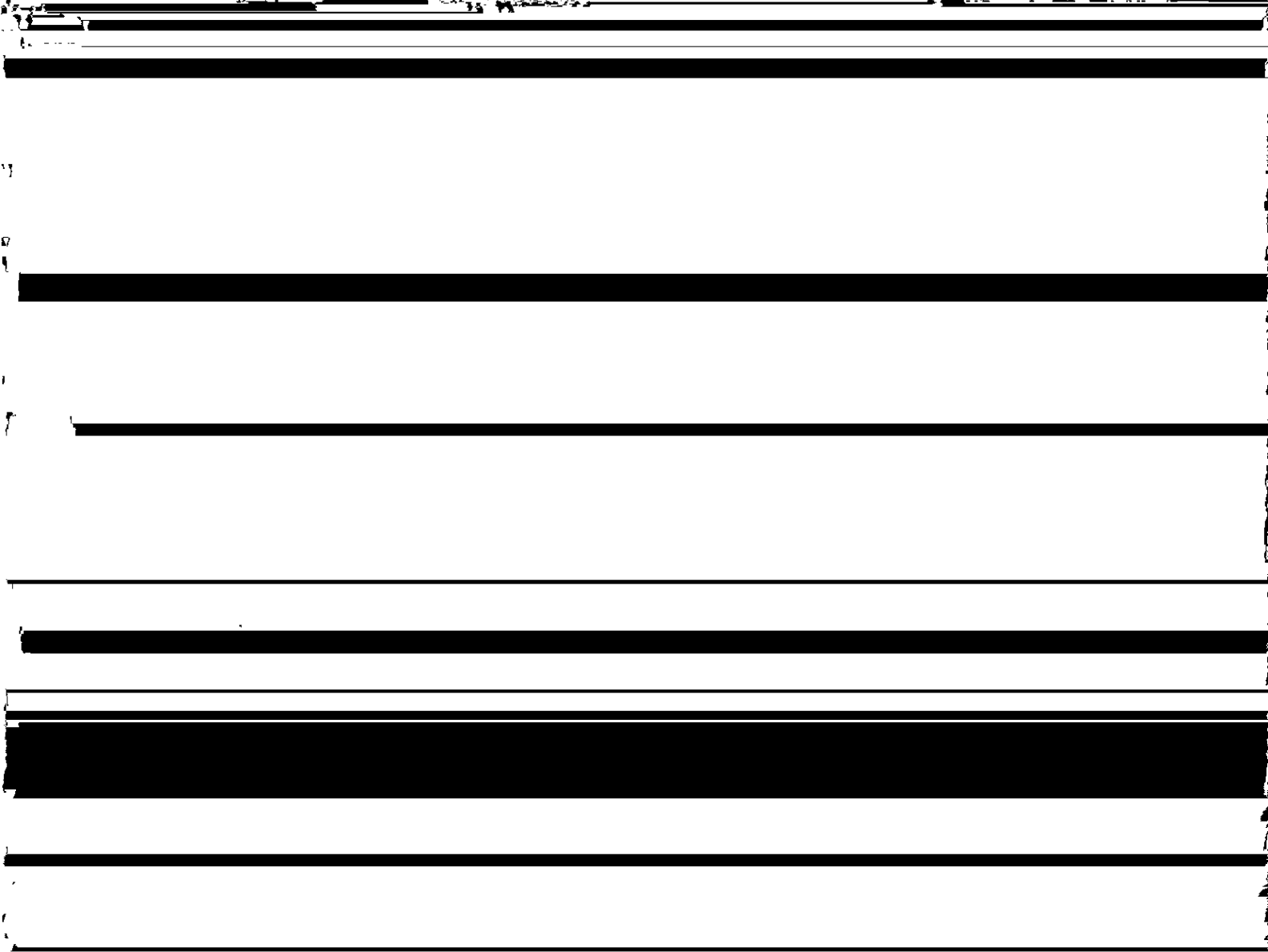
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**VIII.**

**Minute Order Vacated**

As stated above, this Agreement and Order is intended to make the FTC's application for a preliminary injunction, and related expedited discovery, unnecessary. Accordingly, Plaintiff and Stipulating Defendants agree, subject to the approval of the Court, that the Court's minute order dated August 18, 2006 respecting expedited discovery, a briefing schedule for the preliminary injunction application, and a November 17, 2006 hearing on the preliminary injunction



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APPROVED AS TO FORM  
FULBRIGHT & JAWORSKI L.L.P.

ACCESSMEDIA NETWORKS,  
INC., a Delaware corporation

By *[Signature]*

*[Signature]* Its General Counsel

SCANNED

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APPROVED AS TO FORM  
FULBRIGHT & JAWORSKI L.L.P.

ACCESSMEDIA NETWORKS,  
INC., a Delaware corporation

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

ALCHEMY COMMUNICATIONS

SCANNED

[REDACTED]

[REDACTED]

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**ORDER**

Based on the foregoing Stipulated Interim Agreement of the parties and counsel, and good cause appearing therefor,

It is Ordered that Sections I through VII of the foregoing Stipulated Interim Agreement shall become the Order of the Court pending trial of this action.

The Court's Minute Order dated August 18, 2006 permitting expedited discovery and setting a briefing schedule and a hearing date for a preliminary injunction motion is vacated.

**IT IS SO ORDERED.**

DATED: 11/17/06

*Christina A. Snyder*

Christina A. Snyder  
United States District Judge

