

Exhibit B

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

<p>AMERICAN SOCIETY FOR TESTING AND MATERIALS d/b/a/ ASTM INTERNATIONAL;</p> <p>NATIONAL FIRE PROTECTION ASSOCIATION, INC.; and</p> <p>AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR CONDITIONING ENGINEERS,</p> <p style="text-align: center;">Plaintiffs/ Counter-Defendants,</p> <p>v.</p> <p>PUBLIC.RESOURCE.ORG, INC.,</p> <p style="text-align: center;">Defendant/ Counter-Plaintiff.</p>	<p style="text-align: center;">Case No. 1:13-cv-01215-TSC-DAR</p>
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**DECLARATION OF NORMA JANE HAIR
IN SUPPORT OF ASTM'S OPPOSITION TO MOTION TO COMPEL DISCOVERY**

I, Norma Jane Hair, declare as follows:

1. I am the Director of Information Technology at the American Society for Testing and Materials ("ASTM"). I have served in this position for 3 years. I have worked at ASTM for a total of 24 years. The matters set forth herein are based upon my own personal knowledge, and if called upon to do so, I could and would testify competently thereto.

2. ASTM enters into licenses with many different third parties. One type of license is used by members of the public who want to view, download and/or print its standards. ASTM has individual use, single site and multi-site licenses for use with these customers, but each category of customer must agree to the same licensing terms.

3. ASTM also enters into licenses with members of the public who want to view copies of ASTM's standards that have been incorporated by reference into federal regulations at no cost on ASTM's Reading Room.

4. Customers assent to the licenses with ASTM discussed in Paragraphs 2 and 3 by agreeing to a click-through agreement on ASTM's website.

5. To obtain documents that show each of the thousands of individual customer who has assented to these license agreements over the internet would require significant work by ASTM's IT department, which would impose a significant burden on ASTM.

6. ASTM receives many requests from entities or individuals for permission to use portions of its standards in publications, presentations, and for other non-commercial purposes. It would be extremely burdensome for ASTM to search for and review each communication relating to a permission request for over 200 standards at issue.

7. Since 2004, ASTM has required each of its approximately 30,000 members to complete a form agreement on an annual basis transferring and assigning to ASTM any and all interest, including copyright, in the development or creation of ASTM standards.

8. Most of ASTM's members indicate their acceptance of the terms of this agreement by "click through" on their computers.

9. Some ASTM members print out and sign by hand the assignment agreement. ASTM retains those paper documents for a period of time consistent with its document retention policy.

10. ASTM can prepare reports from its internal record-keeping system that will indicate the name of each member who has clicked through the assignment form on ASTM's

website or sent in a hard copy of the assignment form for the period of time in which it has used its current record-keeping system.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 2, 2014



Norma Jane Hair