

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADC Telecommunications, Inc.		10/31/2001	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ulysses Holdings, LLC
<b>Street Address:</b>	91 East Tasman Drive
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95134
<b>Entity Type:</b>	limited liability company: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1889201	CALLAGENT

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)843-4001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	6508434000
<b>Email:</b>	btarabichi@morganlewis.com
<b>Correspondent Name:</b>	Bruno Tarabichi
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP
<b>Address Line 2:</b>	2 Palo Alto Sq., 3000 El Camino, Ste.700
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306

<b>ATTORNEY DOCKET NUMBER:</b>	060983-0000
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<b>NAME OF SUBMITTER:</b>	Bruno Tarabichi
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**Total Attachments: 63**  
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## SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (the "Agreement") dated as of October 31, 2001, is entered into by and between SS8 Networks, Inc., a Delaware corporation (the "Buyer"), and ADC Telecommunications, Inc., a Minnesota corporation (the "Seller").

WHEREAS, Seller owns 1,000 shares (the "Company Shares") of common stock, \$0.0001 par value per share, of ADC ESD, Inc., a Delaware corporation (the "Company"), constituting all of the issued and outstanding capital stock of the Company.

WHEREAS, immediately prior to Closing (as defined in Section 1.3), Seller proposes to transfer or cause its Affiliates to transfer to Ulysses Holdings LLC, a Delaware limited liability company (the "LLC"), all of the assets not otherwise owned by the Company that constitute, are used in, or necessary for, and specified liabilities (other than accounts payable and certain other liabilities) associated with, related to, or necessary for the design, development, manufacturing, use, import, sale, licensing or other exploitation of products included in the NewNet product line (the "NewNet Assets").

WHEREAS, immediately prior to Closing, the assets held by the Company, except as specifically set forth in this Agreement, the Company's Subsidiaries and the LLC (after transfer of the NewNet Assets and certain other assets and related liabilities) together will comprise all of the assets and specified liabilities (other than accounts payable and certain other liabilities) that constitute, are used in, or are necessary for the operation of Seller's Enhanced Services Division as currently conducted or under development, including without limitation:

(A) the assets used in, or necessary for the, design, development, manufacturing, use, import, sale, licensing or other exploitation of products that constitute, are used in, or are necessary for the operation of (i) the Seller's signaling system number 7 ("SS7") infrastructure business, (ii) the Seller's broadband service platform, and (iii) the Seller's lawful intercept platforms business; and

(B) all of the (a) owned real property, leasehold and subleasehold interests therein, improvements, fixtures and fittings thereon, and easements and other appurtenants thereto, (b) tangible personal property (such as machinery, equipment, tools, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture and vehicles), (c) ESD Intellectual Property Rights (as defined herein), (d) leases, subleases, and rights thereunder, (e) contracts, indentures, agreements, commitments and any other legally binding arrangements, and the rights associated with each of the foregoing, (f) accounts, notes, and other receivables, (g) securities, (h) claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set off and rights of recoupment, (i) permits, licenses, franchises, orders, registrations, certificates, variances, approvals, consents, authorizations and similar rights obtained from any Governmental Entity, and (j) books of account, business and financial records, files, personnel records, invoices, correspondence, plans, drawings, notebooks, creative materials, advertising and promotional materials, marketing materials, studies, business plans, reports, equipment repair, maintenance or service records, and other printed or written materials, all of which collectively shall be referred to in this Agreement as the "Enhanced Services Division."

WHEREAS, this Agreement contemplates a transaction in which Buyer will purchase from Seller or its Affiliates, and Seller or its Affiliates will sell to Buyer, all of the Company Shares and all issued and outstanding membership interests of the LLC (the "LLC Interests") on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

## ARTICLE I SALE OF SECURITIES AND CLOSING

1.1 Purchase and Sale of Securities. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller or its Affiliates, and Seller agrees to sell or cause its Affiliates to sell to Buyer, all of the right, title and interest of Seller in and to the Company Shares and the LLC Interests (together, the "Purchased Securities") at the Closing.

1.2 Purchase Price. The aggregate consideration to be paid by Buyer for the Purchased Securities shall consist of \$45,000,000 (including all amounts required to be paid pursuant to the International Rights License Agreement as defined herein), all of which shall be payable by Buyer to Seller on the Closing Date by wire transfer of immediately available funds to the account designated by Seller to Buyer prior to the Closing (the "Purchase Price").

1.3 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, California 94304 on the date hereof, or at such other time, date and location as the parties hereto agree in writing (the "Closing Date"). The Closing shall be deemed effective as of 11:59 p.m. on October 31, 2001.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

### 2.1 Organization, Qualification and Corporate Power.

(a) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation with the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) Each of the Company and the Company's Subsidiaries (as defined in Section 2.7) is a corporation (or similar foreign entity with corporate characteristics) duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate (or similar) power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each of the Company and the Company's Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, consents, certificates, approvals and orders ("Approvals") necessary to own, lease and operate the properties it purports to own, operate or lease and to carry on its business as it is now being conducted, except where the failure to have such Approvals has not had, either individually or in the aggregate, a Material Adverse Effect on the Enhanced Services Division. Each of the Company and the Company's Subsidiaries is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except for such failures to be so duly qualified or licensed and in good standing that have not had, and would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on the Enhanced Services Division.

(c) The LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The LLC is not owned directly or indirectly by the Company. The LLC has a single owner. The LLC is duly authorized to conduct business and is in good standing under the laws of the State of Connecticut. The LLC has conducted no business as of the date hereof.

2.2 Charter Documents. Seller has made available to Buyer a complete and correct copy of the Company's certificate of incorporation and bylaws as amended to date (the "Company Charter Documents") and the LLC's certificate of formation and operating agreement as amended to date (the "LLC Charter Documents"). The Company Charter Documents and equivalent organizational documents of each of the Company's Subsidiaries are in full force and effect. The LLC Charter Documents are in full force and effect. The Company is not in violation of any of the provisions of the Company Charter Documents, and no Subsidiary of the Company is in violation of its equivalent organizational documents. The LLC is not in violation of the LLC Charter Documents. The minute books and stock record books of the LLC, the Company and each Subsidiary of the Company, all of which have been made available to Buyer, are complete and correct in all material respects. The minute books of the LLC, the Company and each Subsidiary of the Company contain accurate and complete records of all meetings held of, and corporate action taken by, the stockholders, the Boards of Directors or Managers and committees of the Board of Directors or Managers of the LLC, the Company or the Company's Subsidiaries, as the case may be.

### 2.3 Capitalization.

(a) The entire authorized capital stock of the Company consists of 1,000 Company Shares, all of which are issued and outstanding. All of the issued and outstanding Company Shares have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by Seller free and clear of any liens, pledges, hypothecations, charges, mortgages,

security interests, encumbrances, claims, options, rights of first refusal, preemptive rights or restriction of any nature (including any restriction on the voting of any security or any restriction on the transfer of any security other than restrictions under the Securities Act of 1933, as amended (the "1933 Act") or state securities laws) directly or indirectly through one or more subsidiaries (collectively, "Security Interests") with respect thereto. All outstanding Company Shares have been issued in compliance with all applicable securities laws and other applicable Legal Requirements (as defined below). For the purposes of this Agreement, "Legal Requirements" means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity (as defined in Section 2.5). There are no subscriptions, options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Company is a party or by which it is bound obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition of, any shares of capital stock of the Company or obligating the Company to grant, extend, accelerate the vesting of or enter into any such subscription, option, warrant, equity security, call, right, commitment or agreement. As of the date of this Agreement, there are no registration rights and there is no voting trust, proxy, rights plan, antitakeover plan or other agreement or understanding to which the Company is a party or by which it is bound with respect to any equity security of any class of the Company.

(b) The entire authorized ownership interests of the LLC consists of 100 LLC Interests, all of which are issued and outstanding. All of the issued and outstanding LLC Interests have been duly authorized, are validly issued, fully paid, and nonassessable, and are indirectly held of record by Seller free and clear of any Security Interests with respect thereto. All outstanding LLC Interests have been issued in compliance with all applicable securities laws and other applicable Legal Requirements. There are no subscriptions, options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which the LLC is a party or by which it is bound obligating the LLC to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition of, any shares of equity securities, membership interests or similar ownership interests of the LLC or obligating the LLC to grant, extend, accelerate the vesting of or enter into any such subscription, option, warrant, equity security, call, right, commitment or agreement. As of the date of this Agreement, there are no registration rights and there is no voting trust, proxy, rights plan, antitakeover plan or other agreement or understanding to which the LLC is a party or by which the LLC is bound with respect to any equity security or membership interest of the LLC.

2.4 Authorization of Transaction: Execution and Delivery. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Seller and its Affiliates, including all necessary approvals of shareholders (or interest holders, if applicable) of Seller, the LLC, the Company and the Company's Subsidiaries, and no other corporate proceedings

on the part of Seller are necessary to authorize this Agreement or to consummate the transactions so contemplated. This Agreement has been duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery by Buyer, constitutes the legal and binding obligations of Seller, enforceable against Seller in accordance with its respective terms.

## 2.5 Noncontravention and Consents.

(a) The execution and delivery of this Agreement do not, and the performance of this Agreement (and the consummation of the transactions contemplated by this Agreement) will not, (i) conflict with or violate the certificate of incorporation, bylaws or the equivalent organizational documents of any of Seller, the LLC, or the Company or any of the Company's Subsidiaries; (ii) conflict with, or result in any violation of, any law, rule, regulation, order, judgment or decree of any federal, state, local or foreign entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (each, a "Governmental Entity") by which Seller, the LLC, or the Company or any of the Company's Subsidiaries or any of their respective properties is bound or affected; or (iii) except as set forth in Schedule 2.5(a) of the Seller's disclosure schedule delivered by Seller to Buyer on the date hereof (such disclosure schedule being the "Disclosure Schedule"), result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair the LLC's, the Company's or any of the Company's Subsidiary's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require any notification to or consent of any third party, or result in the creation of a lien or encumbrance on any of the properties or assets of the LLC, the Company or any Company Subsidiary pursuant to any Material Contract, except that which could not reasonably be expected to have a Material Adverse Effect on the Enhanced Services Division.

(b) Except as set forth in Schedule 2.5(b) of the Disclosure Schedule, none of Seller, the LLC, the Company or the Company's Subsidiaries needs to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Entity in order for Seller to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not reasonably be expected to adversely affect the ability of Seller to perform its obligations under this Agreement, or prevent consummation of the transactions contemplated by this Agreement or otherwise prevent the other parties hereto from performing their obligations under this Agreement.

2.6 Sufficiency of Assets. The assets listed on Schedule 2.6 of the Disclosure Schedule are those of the Enhanced Services Division being retained by Seller after the Closing Date. As of the Closing, the assets of the Company, the Company's Subsidiaries and the LLC which are being transferred to Buyer, together with all the assets listed on Schedule 2.6, comprise all of the business, assets, properties and rights (including intellectual property rights which are being contributed to the LLC subject to the International Rights License Agreement) of every type and description, real, personal, tangible and intangible, and goodwill, used in, related to or necessary for the normal and ordinary conduct of the business of the Enhanced Services Division as currently conducted or under development. Except as listed on Schedule 2.6 of the Disclosure Schedule, the LLC, the Company



and the Company's Subsidiaries own or lease all buildings, machinery, equipment, and other tangible assets used in, related to, or necessary for the conduct of the business of the Enhanced Services Division as currently conducted and under development. Each tangible asset is free from defects (patent and latent), has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to the normal wear and tear), and is suitable for the purposes for which it presently is used and presently is proposed to be used. The assets, properties and rights contributed to the LLC (including Intellectual Property Rights which are being contributed to the LLC subject to the International Rights License Agreement), which, except as listed on Schedule 2.6 of the Disclosure Schedule, collectively comprise all of the assets not otherwise owned by the Company that are associated with, related to, or necessary for the operation of the NewNet product line as currently conducted as of the Closing or under development, include without limitation:

(a) all accounts receivable as in effect on October 31, 2001 that relate directly or indirectly to the business of the Enhanced Services Division;

(b) those contracts, leases, indentures, agreements, commitments and all other legally binding arrangements, whether oral or written related primarily to the Enhanced Services Division and which are specifically listed in Schedule 2.6(b) of the Disclosure Schedule, and the rights of Seller and its Affiliates thereunder;

(c) that software (including related code, documentation and other data), Patents (including all reissues, divisions, continuations, and extensions thereof), Trademarks (including the goodwill appurtenant thereto) copyrights, licenses with respect to the foregoing and other such intellectual property that directly relate to the business of the Enhanced Services Division that are specifically listed in Schedule 2.6(c) of the Disclosure Schedule;

(d) all trade secrets, inventions, know-how, formulae, processes, procedures, research records, records of inventions, test information, market surveys and marketing know-how that relate to the business of the Enhanced Services Division;

(e) all permits, licenses, franchises, orders, registrations, certificates, variances, approvals, consents and authorizations by Governmental Entities that relate to the operations of the Enhanced Services Division;

(f) any owned real property and other owned interests in real property as listed in Schedule 2.6(f) of the Disclosure Schedule, in each case together with all right, title and interest in all buildings, improvements, fixtures and all other appurtenances thereto;

(g) those leasehold interests in real property as listed in Schedule 2.6(g) of the Disclosure Schedule and the related lease contracts, in each case together with all right, title and interest in all buildings, improvements, fixtures and all other appurtenances thereto;

(h) all raw materials, work-in-process, finished goods, supplies, parts, goods for sale and other inventories, whether or not in transit that on the Closing Date is situated at (or if in

transit, destined for) the locations listed in Schedule 2.6(f) or (g) of the Disclosure Schedule and all other inventory including inventory in transit on the Closing Date that is used, intended to be used, or held for use primarily by or for the Enhanced Services Division;

(i) all machinery, equipment and furniture that is used, intended to be used, leased for use, or held for use primarily by or for the Enhanced Services Division and situated at the locations listed in Schedule 2.6(f) or (g) of the Disclosure Schedule;

(j) all partnership interests or any other equity interests in any corporation, partnership, limited liability company, joint venture, trust or other business association listed in Schedule 2.6(j) of the Disclosure Schedule;

(k) to the extent reasonably available as separate, stand-alone written documents or electronic records, all books of account, business and financial records, files, personnel records, invoices, correspondence, architectural plans, drawings, notebooks, creative materials, advertising and promotional materials, marketing materials, studies, business plans, reports, equipment repair, maintenance or service records relating to the operations of the Enhanced Services Division (with respect to which any copies retained by the Seller shall be kept confidential pursuant to the non-disclosure agreement in effect between Buyer and Seller);

(l) any prepaid expenses and other similar current assets of the Enhanced Services Division as listed on Schedule 2.6(l);

(m) all customer, distribution, OEM, supplier and mailing lists related to the business of the Enhanced Services Division; and

(n) all tangible personal property that is used, intended to be used, or held for use by or for the Enhanced Services Division.

2.7 **Subsidiaries.** The Company is the owner of all of the outstanding shares of capital stock of each of the entities listed in Schedule 2.7 of the Disclosure Schedule (each a "**Subsidiary**" and together, the "**Subsidiaries**"). None of the LLC, the Company or any of the Company's Subsidiaries owns, controls or holds with the power to vote, directly or indirectly, of record, beneficially or otherwise, any share capital, capital stock or any equity or ownership interest in any company, corporation, partnership, association, joint venture, business, trust or other entity, except for the Company's Subsidiaries, and except for ownership of securities in any publicly traded company held for investment by the Company or any of the Company's Subsidiaries and comprising less than five percent of the outstanding stock of such company. Except as set forth in Schedule 2.7 of the Disclosure Schedule, the Company is the registered, record and beneficial owner of all of the outstanding share capital or shares of capital stock (or other ownership interests having by their terms ordinary voting power to elect a majority of directors or others performing similar functions with respect to such Subsidiary) of each of the Company's Subsidiaries. All of such shares so owned by the Company are validly issued, fully paid and nonassessable and are owned by it free and clear of any restrictions on transfer (other than restrictions under the 1933 Act and state securities laws), Taxes, Security Interests, options, warrants, purchase rights, contracts, commitments, equities,

claims, and demands. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require any of the Company and the Company's Subsidiaries to sell, transfer, or otherwise dispose of any capital stock of any of the Company's Subsidiaries or that could require any Subsidiary of the Company to issue, sell, or otherwise cause to become outstanding any of its own capital stock. There are no outstanding stock appreciation, phantom stock, profit participation, or similar rights with respect to any Subsidiary of the Company. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting of any capital stock of any Subsidiary of the Company.

## 2.8 Financial Statements: Absence of Security Interests.

(a) The following financial statements for the Enhanced Services Division are set forth in Schedule 2.8(a) of the Disclosure Schedule (collectively, the "Financial Statements"): (i) unaudited combined balance sheet and statement of income as of and for the fiscal year ended October 31, 2000; (ii) unaudited combined balance sheet as of September 30, 2001; and (iii) unaudited combined statement of income as of and for the eleven months ended September 30, 2001 (together with the September 30, 2001 balance sheet, the "Most Recent Financial Statements"). Except as set forth in Schedule 2.8(a) of the Disclosure Schedule, the Financial Statements (including the notes thereto) have been prepared in accordance with generally accepted accounting principles in the United States as of the date hereof ("GAAP") applied on a consistent basis, except where GAAP requires a change in accounting principle. In cases where GAAP differs from the consistent application of Seller's accounting policies, practices and methods, as adopted by the Seller, GAAP will prevail. Where applicable GAAP is unspecific, Seller's (x) accounting policies, (y) practices and (z) methods as adopted by Seller and applied during the year ended October 31, 2000 will then prevail in that order. The Financial Statements present fairly, in all material respects, the financial condition of the Enhanced Services Division as of such dates and the results of operations of the Enhanced Services Division for such periods: provided, however, that the Most Recent Financial Statements are subject to normal year-end adjustments that will not be material in amount and lack of footnotes or other presentation items.

(b) Schedule 2.8(b) of the Disclosure Schedule sets forth a complete list, by Seller's customary accounting category, of any and all liabilities of the LLC (or of Seller or its Affiliates which liabilities are to be transferred to the LLC pursuant to Section 4.3 hereof), the Company and the Company's Subsidiaries as of October 25, 2001 that individually exceed \$50,000 and that would otherwise be required to be disclosed on a balance sheet prepared in accordance with GAAP (other than current balances for salaries and wages, accrued vacation, commissions, withholdings and payroll taxes).

(c) The Enhanced Services Division, the Company, each of the Company's Subsidiaries, and the LLC (or of Seller or its Affiliates which liabilities are to be transferred to the LLC pursuant to Section 4.3 hereof) has not incurred or become subject to any liabilities or obligations of any nature, whether absolute, accrued, unmatured, contingent or otherwise, whether due or to become due, known or unknown, except (i) as set forth in Schedule 2.8(b) of the

Disclosure Schedule, or (ii) liabilities and obligations that would not be required by GAAP to be disclosed in the Most Recent Financial Statements or in the notes thereto and that would not exceed \$50,000 in any single case, or (iii) liabilities or obligations that have arisen since October 25, 2001, in the ordinary course of business and consistent with past practices, or (iv) except as set forth in Schedule 2.8(c) of the Disclosure Schedule.

(d) Except as set forth in Schedule 2.8(d) of the Disclosure Schedule, the assets of the Company, the Company's Subsidiaries or the LLC are free and clear of any Security Interests, except as reflected in the Most Recent Financial Statements.

2.9 Events Subsequent to Most Recent Financial Statements. Since the date of the Most Recent Financial Statements, none of Seller or its Affiliates (solely in respect of the Enhanced Services Division), the LLC nor the Company or the Company's Subsidiaries has taken any of the following actions, except as otherwise set forth in Schedule 2.9 of the Disclosure Schedule:

(a) waive any stock repurchase rights, accelerate, amend or change the period of exercisability of options or restricted stock, or reprice options granted under any employee, consultant, director or other stock plans or authorize cash payments in exchange for any options granted under any of such plans;

(b) grant any severance or termination pay (cash, equity or otherwise) to any officer or employee, except (x) pursuant to written agreements outstanding, or policies existing, on the date hereof and (y) as previously disclosed in writing to Buyer in the Disclosure Schedule, or adopt any new severance plan;

(c) transfer or license to any person or entity or otherwise extend, amend or modify any rights to the Intellectual Property Rights, or enter into grants to transfer or license to any person future patent rights other than in the ordinary course of business consistent with past practices, provided that in no event shall Seller, the LLC, the Company or any Company Subsidiary license on an exclusive basis or sell any Intellectual Property Rights;

(d) declare, set aside or pay any dividends on or make any other distributions (whether in cash, stock, equity securities or property), except as otherwise contemplated by this Agreement, in respect of any capital stock or split, combine or reclassify any capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any capital stock;

(e) purchase, redeem or otherwise acquire, directly or indirectly, any shares of capital stock of the Company or the Company's Subsidiaries, or interests in the LLC (other than in connection with the formation of the LLC and the transactions contemplated in Section 4.6), except repurchases of unvested shares at cost in connection with the termination of the employment relationship with any employee pursuant to stock option or purchase agreements in effect on the date hereof;

(f) issue, deliver, sell, authorize, pledge or otherwise encumber or propose any of the foregoing with respect to any shares of capital stock or any securities convertible into shares of capital stock, or subscriptions, rights, warrants or options to acquire any shares of capital stock or any securities convertible into shares of capital stock, or enter into other agreements or commitments of any character obligating it to issue any such shares or convertible securities;

(g) cause, permit or propose any amendments to the Company Charter Documents or the LLC Charter Documents (or similar governing instruments of any of the Company's Subsidiaries), except that Seller may take any and all action necessary to change the name of the Company and any of the Company's Subsidiaries to remove "ADC" from the name of the Company or such Subsidiary;

(h) acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets or enter into any joint ventures, strategic partnerships or alliances;

(i) sell, lease, sublease, license, encumber or otherwise dispose of any properties or assets except sales of inventory in the ordinary course of business consistent with past practice;

(j) incur or assume any indebtedness for borrowed money or guarantee any such indebtedness of another person, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of the LLC, the Company or any Company Subsidiary, enter into any "keep well" or other agreement to maintain any financial statement condition, assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the material obligations of any other person (other than Subsidiaries of the Company), or enter into any arrangement having the economic effect of any of the foregoing other than in connection with the financing of ordinary course trade payables consistent with past practice;

(k) make any loan, advance or capital contribution to or investment in any person other than in the ordinary course of business consistent with past practice, but in no event in the amount of more than \$10,000 for any one transaction or \$50,000 in the aggregate and other than investments in cash equivalents made in the ordinary course of business consistent with past practice;

(l) pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), or litigation (whether or not commenced prior to the date of this Agreement) other than the payment, discharge, settlement or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, or liabilities recognized or disclosed in the Most Recent Financial Statements or incurred since the date of such financial statements, or waive the benefits of, agree to modify in any manner, terminate, release any person from or fail to enforce any confidentiality or similar agreement to which the LLC, the Company or any Company Subsidiary is a party or of which the LLC, the Company or any Company Subsidiary is a beneficiary;

(m) make any individual or series of related payments or capital expenditures outside of the ordinary course of business (including payments to financial, legal, accounting or other professional service advisors);

(n) enter into or materially modify, amend or terminate any Material Contract or waive, delay the exercise of, release or assign any material rights or claims thereunder;

(o) impose any Security Interest upon any of its assets, tangible or intangible, other than source code escrows in the ordinary course of business;

(p) except in the ordinary course of business consistent with past practice, enter into any contracts, agreements, or obligations relating to the distribution, sale, license or marketing by third parties of products of, or licensed by Seller for the benefit of, the Enhanced Services Division;

(q) revalue any of its assets or, except as required by GAAP, make any change in accounting methods, principles or practices;

(r) incur or enter into any agreement, contract or commitment outside of the ordinary course of business;

(s) make or change any Tax election that, individually or in the aggregate, is reasonably likely to adversely affect in any material respect the Tax liability or Tax attributes of the LLC, the Company or any Company Subsidiary, settle or compromise any material income Tax liability or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;

(t) adopt or amend any employee benefit plan, policy or arrangement, any employee stock purchase or employee stock option plan, or enter into any employment contract or collective bargaining agreement, pay any special bonus or special remuneration (cash, equity or otherwise) to any director or employee, increase (whether in cash, stock or other property) the salaries, compensation payable or fringe benefits (including rights to severance or indemnification) of its directors, officers, employees or consultants, or make any other material change in employment terms for any of its directors, officers and employees;

(u) modify or amend in any manner that is adverse to the LLC, the Company or any Company Subsidiary, or terminate, any confidentiality agreement entered into by the LLC, the Company or any Company Subsidiary in the ordinary course of business, or release or waive any material rights for claims, or modify or amend in any manner adverse to the LLC or the Company, any confidentiality, standstill or similar agreements to which the LLC, the Company or any Company Subsidiary is a party;

(v) engage in any action with the intent to directly or indirectly adversely impact any of the transactions contemplated by this Agreement;

(w) take any action that would materially delay the transactions contemplated by this Agreement;

(x) except as otherwise contemplated by this Agreement, alter (through merger, liquidation, reorganization, restructuring or in any fashion) the corporate structure or ownership of the LLC, the Company or any Subsidiary;

(y) transfer any employees to or hire any employees for the Enhanced Services Division;

(z) make any loan to, or enter into any other transaction with, any of its directors, officers and employees outside the ordinary course of business; or

(aa) commit or agree to any of the foregoing.

#### 2.10 Legal Compliance.

(a) Each of Seller and its Affiliates (solely in respect of the Enhanced Services Division), the LLC, the Company and the Company's Subsidiaries has complied in all material respects with all applicable laws (including rules, regulations, codes, injunctions, judgments, orders, decrees and rulings thereunder) of Governmental Entities, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

(b) To the knowledge of Seller, each of Seller and its Affiliates (solely in respect of the Enhanced Services Division), the LLC, the Company and the Company's Subsidiaries has complied in all material respects with all applicable foreign export control laws, regulations and restrictions.

#### 2.11 Tax Matters.

(a) Each of the Company and the Company's Subsidiaries and the LLC, if applicable, has filed all material Tax Returns that it was required to file, and has paid all Taxes shown thereon as owing and has withheld with respect to its employees (and has paid over to the appropriate taxing authority) all Taxes required to be withheld. All such Tax Returns were correct and complete in all material respects when filed.

(b) The Company is a member of the Seller Affiliated Group filing a consolidated federal income Tax Return.

(c) The Seller Affiliated Group has filed all Tax Returns that includes the Company as a member of the group for each taxable period during which the Company was a member of the group, and has paid all income Taxes shown thereon as owing. All such Tax Returns were correct and complete in all material respects when filed.

(d) The LLC, the Company and the Company's Subsidiaries do not have any liability for the income Taxes of any person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), by contract, or otherwise.

(e) Except as set forth in Schedule 2.11(e) of the Disclosure Schedule, the reserves for Taxes reflected on the Most Recent Financial Statements are adequate to cover all Taxes owed by the Company and the Company's Subsidiaries and the LLC, if any, for the Tax periods ending on or prior to the date of the Most Recent Financial Statements. None of the Company or any of the Company's Subsidiaries or the LLC, if applicable, has incurred any Tax liability since that date other than in the ordinary course of business.

(f) There are (and immediately following the Closing there will be) no Security Interests on the assets of the Company or any of the Company's Subsidiaries or the LLC relating to or attributable to Taxes other than Security Interests for Taxes not yet due and payable. There is no basis for the assertion of any claim relating or attributable to Taxes which, if adversely determined, would result in any Security Interest for Taxes on the assets of the Company, the Company's Subsidiaries or the LLC.

(g) No audit or other examination of any Tax Return of the Company or any of the Company's Subsidiaries or the LLC, if applicable, is presently in progress that could adversely affect the Company, any of the Company's Subsidiaries or the LLC, nor has Seller, the Company, any of the Company's Subsidiaries or the LLC been notified of any request for such an audit or other examination. No material adjustment relating to any Tax Return filed by the Company or any of the Company's Subsidiaries or the LLC, if applicable, has been proposed formally or, to the knowledge of Seller, the Company, any of the Company's Subsidiaries or the LLC, informally by any Tax authority.

(h) Neither the Company nor any of the Company's Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (x) in the two years prior to the date of this Agreement or (y) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the transactions contemplated by this Agreement.

(i) The tax basis of the assets of the Company will not be less than the portion of the Purchase Price allocated to the Company Shares under Section 4.6(h) and 4.6(i) of this Agreement.

(j) For purposes of this Agreement, the term (i) "Affiliated Group" means any affiliated group within the meaning of Code Section 1504(a); (ii) "Code" means the Internal Revenue Code of 1986, as amended; (iii) "person" means any individual, limited or general partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other entity; (iv) "Seller Affiliated Group" means the Affiliated Group of which the Company is a member; (v) "Tax" means any federal, state, foreign or local income, payroll, employment, withholding, social security, unemployment, disability, real



property, personal property, sales or use tax or other governmental assessment, charge, duty, imposition or liability, including any interest, penalty or addition thereto and any liability for the obligation of a third party to pay such amounts; (vi) "Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto; and (vii) "Treasury Regulation" means the applicable rules and regulations promulgated under the Code.

## 2.12 Real Property.

(a) None of the LLC, the Company or any of the Company's Subsidiaries owns any real property, nor does Seller or its Affiliates own any real property with respect to the Enhanced Services Division. Seller has previously made available to Buyer correct and complete copies of all leases, subleases and other agreements (collectively, the "Real Property Leases") under which Seller or its Affiliates (solely in respect of the Enhanced Services Division), the LLC, the Company or any of the Company's Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, any real property or facility (the "Leased Real Property"), including without limitation all modifications, amendments and supplements thereto. Except as otherwise set forth in Schedule 2.12 of the Disclosure Schedule, (i) the LLC, the Company or one of the Company's Subsidiaries has or will have a valid, legally binding, leasehold interest in each parcel of Leased Real Property free and clear of all Security Interests (other than liens for Taxes not yet due and payable or for Taxes that Seller, the Company or any Company Subsidiary is contesting in good faith through appropriate proceedings and in accordance with the applicable provisions of any such Real Property Leases). Each Real Property Lease is in full force and effect, (ii) all rent and other sums and charges due and payable by the LLC, the Company or the Company's Subsidiaries as tenants thereunder are current in all material respects, (iii) no termination event or condition (including any condition that, with the passage of time, or the giving of notice, or both, would constitute a default) or uncured default of a material nature on the part of the LLC, the Company or any such Company Subsidiary exists under any Real Property Lease. and (iv) the LLC, the Company or one of the Company's Subsidiaries is in actual possession of each Leased Real Property and is entitled to quiet enjoyment thereof in accordance with the terms of the applicable Real Property Lease and applicable law. The Leased Real Property is sufficient for the conduct of the business of the Enhanced Services Division as presently conducted in all material respects.

(b) There are no parties in possession of any portion of the Leased Real Property, whether as tenants, subtenants, licensees, trespassers or otherwise, except the LLC, the Company or one of the Company's Subsidiaries. To the knowledge of Seller, there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any person, other than the LLC, the Company or one of the Company's Subsidiaries, the right of use or occupancy of any portion of the Leased Real Property. Neither the LLC, the Company nor any of the Company's Subsidiaries has received any written notice of any material violation of any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Entity relating to or affecting the Leased Real Property. Neither the LLC, the Company nor any of the Company's Subsidiaries has received written notice from any Governmental Entity or from any ground lessor, landlord or sublandlord, which could require the LLC, the Company or any Company

Subsidiary to make any expenditure in excess of \$20,000 to modify, repair, maintain or improve the Leased Real Property or to bring any such facilities into compliance with any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Entity. To Seller's knowledge, there are no structural, electrical, mechanical, plumbing, roof, paving or other defects or deficiencies in any improvements located on the Leased Real Property as would, in any one instance result in an expenditure in excess of \$20,000. On the Closing Date there will be no outstanding written or oral contracts made by the LLC, the Company or any of the Company's Subsidiaries for any alterations or improvements on or to the Leased Real Property, which have not been fully paid or accrued and individually set forth on the line items of the Most Recent Financial Statements or set forth on Section 2.12(b) of the Disclosure Schedule.

### 2.13 Intellectual Property.

(a) Except as set forth in Schedule 2.13(a) of the Disclosure Schedule, neither Seller nor any of its Affiliates have received written notice that the making, use, sale, offering to sell, or importation of the Current ESD Products or the conduct of the ESD Business infringes the Intellectual Property Rights of any third party. Neither the making, use, sale, offering to sell, or importation of the Current ESD Products nor the conduct of the ESD Business infringe the Intellectual Property Rights of any third party (including without limitation Seller and its Affiliates, other than the Company and the Company's Subsidiaries and the LLC).

(b) Except as set forth in Schedule 2.13(b)(I) of the Disclosure Schedule, the execution and delivery of this Agreement and consummation of the transactions contemplated hereby will not result in the breach of, or create on behalf of any third party the right to terminate or modify, any license, sublicense or other agreement relating to any ESD Intellectual Property Rights, or any licenses, sublicenses or other agreements as to which Seller or its Affiliates, the Company or any of the Company's Subsidiaries or the LLC is a party and pursuant to which Seller or its Affiliates, the Company or any of the Company's Subsidiaries or the LLC is authorized to use any Intellectual Property Rights that are not owned or controlled by Seller or its Affiliates, or Company or the Company's Subsidiaries or the LLC ("Third Party Intellectual Property Rights Contracts"), including without limitation software that is used in the manufacture of, incorporated in, or forms a part of any ESD Product. Schedule 2.13(b)(II) of the Disclosure Schedule contains a complete and accurate list of all Third Party Intellectual Property Rights Contracts. None of Seller and its Affiliates, the Company and the Company's Subsidiaries, or the LLC are in material breach of any Third Party Intellectual Property Rights Contract, and, to Seller's and its Affiliates' knowledge, no other party to any Third Party Intellectual Property Rights Contracts has materially failed to perform thereunder. Notwithstanding the foregoing, as used herein, "Third Party Intellectual Property Rights Contracts" excludes agreements as to which Seller or its Affiliates, the Company or any of the Company's Subsidiaries or the LLC is a party and pursuant to which Seller or its Affiliates, the Company or any of the Company's Subsidiaries or the LLC is authorized to use any software that (i) is generally commercially available; (ii) requires license fees no more than \$10,000; (iii) is not embodied in any ESD Product; and (iv) has not been used in the development of any ESD Product.

(c) Except as set forth in Schedule 2.13(c) of the Disclosure Schedule, the ESD Intellectual Property Rights owned or controlled by the LLC, or Company or the Company's Subsidiaries, together with the rights of Company, the Company's Subsidiaries or the LLC under the Third Party Intellectual Property Rights Contracts, the Patent License, and the International Rights License compose all of the Intellectual Property Rights necessary to conduct the ESD Business.

(d) Except as set forth in Schedule 2.13(d) of the Disclosure Schedule, to Seller's knowledge, there is no pending, threatened or outstanding claim, demand, suit, action or proceeding which alleges infringement or misappropriation of any ESD Intellectual Property Rights by any third party.

(e) Each employee who has contributed to or participated in the creation or development of any ESD Intellectual Property Rights or any portion of any ESD Product: (i) is bound by an agreement of confidentiality with Seller, an Affiliate of Seller, or the Company or the LLC; or (ii) is a party to an agreement under which Seller, an Affiliate of Seller, the Company or such Subsidiary is deemed to be the original owner or author of all Intellectual Property Rights therein; or (iii) has executed an assignment or an agreement to assign in favor of Seller, an Affiliate of Seller, the Company, such Subsidiary or the LLC or such predecessor in interest, as applicable, all right, title and interest in such Intellectual Property Rights; or (iv) as a matter of law is obligated to assign, or as a matter of law assigns, any such Intellectual Property Rights to Seller, an Affiliate of Seller, the Company or a Subsidiary or the LLC or any predecessor in interest thereto; or (v) has granted to Seller, an Affiliate of Seller, the Company, any of the Company's Subsidiaries or any predecessor in interest thereto, an exclusive license to use such Intellectual Property Rights. To the extent any such agreement is not entered into by Company, Company's Subsidiaries or the LLC, such agreement will be assigned to Company, Company's Subsidiaries or the LLC, as applicable, as described in Section 2.6.

(f) Schedule 2.13(f) of the Disclosure Schedule contains a complete and accurate list of all ESD Products.

(g) Schedule 2.13(g) of the Disclosure Schedule contains a complete and accurate list of all Registered Intellectual Property, the registered owner thereof, any proceedings or actions before any court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to the ESD Intellectual Property Rights ("ESD Registered Intellectual Property"), and any actions that must be taken within 150 days after the Closing for the purposes of obtaining, maintaining, perfecting or preserving or renewing any ESD Registered Intellectual Property, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates.

(h) To the knowledge of Seller, each issued patent, registered trademark and copyright of ESD Registered Intellectual Property is valid and subsisting. All necessary registration, maintenance and renewal fees currently due in connection with such ESD Registered Intellectual Property have been made and all necessary documents, recordations and certificates in connection with such ESD Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for

the purposes of prosecuting, perfecting and maintaining such ESD Registered Intellectual Property. Seller have no knowledge of any information, materials, facts, or circumstances, including any information or fact that would constitute prior art, that would render any of the issued patents, registered trademarks or copyrights of ESD Registered Intellectual Property invalid or unenforceable. Seller and its Affiliates and the Company and the Company's Subsidiaries have not knowingly misrepresented, or knowingly failed to disclose, any facts or circumstances in any application for any ESD Registered Intellectual Property that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any ESD Registered Intellectual Property.

(i) Except as set forth in Schedule 2.13(i) of the Disclosure Schedule, no ESD Intellectual Property Rights or ESD Product is subject to any proceeding or outstanding decree, order, judgment, or stipulation or contract restricting in any material manner, the use, transfer, or licensing thereof by the Seller or any of its Affiliates, the Company or the Company's Subsidiaries, or the LLC or which may materially affect the validity, use or enforceability of such ESD Intellectual Property Rights or ESD Product. All ESD Intellectual Property Rights will be fully transferable, alienable or licensable by Buyer or its Affiliates without restriction and without payment of any kind to any person.

(j) To the knowledge of the Seller, no person has infringed or misappropriated, or is infringing or misappropriating, any ESD Intellectual Property Rights.

(k) Seller and each of its Affiliates, the Company and the Company's Subsidiaries, and the LLC has taken reasonable steps to protect the rights of the Seller and its Affiliates, the Company and the Company's Subsidiaries, and the LLC in the Seller's confidential information and trade secrets, and any trade secrets or confidential information of third parties provided to the Seller and any of its Affiliates, the Company and the Company's Subsidiaries, and the LLC under an obligation of confidentiality, in each case to the extent related to the ESD Intellectual Property Rights, except where the failure to do so has not had and would not reasonably be expected to have a Material Adverse Effect on the Enhanced Services Division, and, without limiting the foregoing, each of the Seller and its Affiliates, the Company and the Company's Subsidiaries, and the LLC has required each employee and contractor to execute a proprietary information/confidentiality agreement in the form previously made available to Buyer and all current and former employees and contractors of the Seller and any of its Affiliates have executed such an agreement, except where the failure to do so has not had and would not reasonably be expected to have a Material Adverse Effect on the Enhanced Services Division.

(l) Except as explicitly set forth in this Agreement (or if caused by the renegotiation or renewal of any contract by Buyer, the Company, Company's Subsidiaries, or the LLC after the Closing), neither this Agreement nor the transactions contemplated by this Agreement (except with respect to the International Rights License Agreement), including the assignment to Buyer, the Company, Company's Subsidiaries, or the LLC, by operation of law or otherwise, of any Third Party Intellectual Property Rights Contacts, will result in (i) any third party being granted rights or access to, or the placement in or release from escrow, of any software source code or other

technology, (ii) Buyer, the Company, Company's Subsidiaries, or the LLC granting to any third party any right in any Intellectual Property Rights, (iii) Buyer, the Company, Company's Subsidiaries, or the LLC being bound by, or subject to, any non-compete or other material restriction on the operation or scope of their respective businesses, or (iv) Buyer, the Company, Company's Subsidiaries, or the LLC being obligated to pay any royalties or other amounts to any third party in excess of those payable by Seller or its Affiliates, the Company and the Company's Subsidiaries, and the LLC prior to the Closing. This Section 2.13(l) will not be deemed to be a representation by Seller regarding any of the foregoing that result from entering into the International Rights License Agreement.

(m) Definitions

(i) "Registered Intellectual Property" means all United States, international and foreign: (i) Patents, including applications therefor; (ii) registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (iii) copyrights registrations and applications to register copyrights (iv) registered mask works and applications to register mask works; (v) domain name registrations; and (vi) any other Intellectual Property Rights that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any private, state, government or other public or quasi-public legal authority at any time.

(ii) "ESD Products" means all products or service offerings of the Seller and/or its Affiliates, the Company, Company's Subsidiaries or the LLC related to the Seller's Enhanced Services Division, that have been marketed, sold, or distributed, or that Seller or its Affiliates, the Company, Company's Subsidiaries or the LLC intends to market, sell, or distribute, including any products or service offerings under development, and including any such products or services that form the basis, in whole or in part, of any revenue or business projection publicly disclosed by Seller or its Affiliates, or provided by Seller or its Affiliates in connection with the negotiation of this Agreement.

(iii) "Current ESD Products" means all products or service offerings of the Seller and/or its Affiliates, the Company, the Company's Subsidiaries or the LLC related to the Enhanced Services Division that have been marketed, sold or distributed as of the Closing Date.

(iv) "Intellectual Property Rights" means any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated therewith: (i) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof ("Patents"); (ii) inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, and any rights in technology, invention disclosures, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) domain names, uniform resource locators ("URLs"), other names and locators associated with the Internet, and applications or registrations therefor ("Domain Names"); (v) industrial designs and any registrations and applications therefor; (vi) trade names, logos, common law trademarks and

service marks, trademark and service mark registrations, related goodwill and applications therefor throughout the world ("Trademarks"); (vii) all rights in databases and data collections; (viii) all moral and economic rights of authors and inventors, however denominated; and (ix) any similar or equivalent rights to any of the foregoing (as applicable).

(v) "ESD Intellectual Property Rights" means all Intellectual Property Rights owned by Seller or its Affiliates, the Company, the Company's Subsidiaries or the LLC and used in, or necessary for use in the manufacture, use, sale, marketing and exploitation of the ESD Products, or otherwise in the operation of the ESD Business, but excluding the ADC Marks, the ADC Licensed Patents as defined in the License Agreement, and the Intellectual Property Rights listed in Section 2.6 of the Disclosure Schedule.

(vi) "ESD Business" means the design, development, manufacture, use, import, sale, licensing or other exploitation of ESD Products by the Enhanced Services Division as conducted as of the Closing Date.

2.14 Certain Contracts. Schedule 2.14 of the Disclosure Schedule sets forth a true and correct list of all of the following by which Seller or its Affiliates (solely in respect of the Enhanced Services Division), the LLC, the Company or any of the Company's Subsidiaries is a party to or is bound by (each such agreement, contract or commitment, a "Material Contract"):

(a) any employment or consulting agreement, contract or commitment with any officer or director or higher level employee or member of any of their boards of directors;

(b) any agreement of indemnification or any guaranty other than any agreement of indemnification entered into in connection with the sale or license or purchase of products or services in the ordinary course of business;

(c) any agreement, contract or commitment containing any covenant limiting in any respect the right of the LLC, the Company or any of the Company's Subsidiaries to engage in any business activity or to compete with any person or granting any exclusive distribution rights;

(d) any agreement, contract or commitment currently in force relating to the disposition or acquisition by the LLC, the Company or any of the Company's Subsidiaries after the date of this Agreement of a material amount of assets not in the ordinary course of business or pursuant to which the LLC, the Company or any of the Company's Subsidiaries has any material ownership interest in any corporation, partnership, joint venture or other business enterprise other than Company's Subsidiaries;

(e) any agreements, contracts or commitments between the Company, the Company's Subsidiaries or the LLC and those manufacturers, suppliers, sales representatives, distributors, OEM strategic partners or customers of the Enhanced Services Division with whom the Enhanced Services Division recognized revenues or payments, or incurred expenses, in excess of \$500,000 for the twelve-month period ended October 30, 2000, or recognized revenues or payments in excess of \$500,000 for the eleven-month period ended September 30, 2001;

(f) certain agreements, contracts or commitments currently in force to provide source code to any third party for any product or technology relating to the Enhanced Services Division, the list of which is not represented herein by Seller to be completely accurate or all-inclusive;

(g) any mortgages, leases, indentures, guarantees, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit, other than extensions of credit to customers in the ordinary course of business;

(h) any agreement concerning a partnership or joint venture;

(i) any agreement under which it has advanced or loaned any amount to any of its directors, officers and employees outside the ordinary course of business;

(j) any material settlement agreement entered into within three (3) years prior to the date of this Agreement; or

(k) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

Seller made available to the Buyer a correct and complete copy of each written agreement (as amended to date) listed in Schedule 2.14 of the Disclosure Schedule and a written summary setting forth the terms and conditions of each oral agreement referred to in Schedule 2.14 of the Disclosure Schedule. With respect to each such agreement: (i) the agreement is legal, valid, binding, enforceable, and in full force and effect; (ii) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; and (iii) to the knowledge of Seller, no party has repudiated any provision of the agreement.

None of the LLC, the Company nor any of the Company's Subsidiaries, nor to Seller's knowledge any other party to a Material Contract, is in breach, violation or default under, and none of the LLC, the Company nor any of the Company's Subsidiaries has received written notice that it has breached, violated or defaulted under, any of the material terms or conditions of any of the Material Contracts in such a manner as would permit any other party to cancel or terminate any such Material Contract, or would have a Material Adverse Effect on the Enhanced Services Division.

Each Material Contract that has not expired by its terms is in full force and effect and is the legal, valid and binding obligation of the LLC (or will be following consummation of the transactions contemplated by Section 4.3 hereof), the Company and/or the Company's Subsidiaries, enforceable against them in accordance with its terms.

2.15 Litigation. Except as set forth on Schedule 2.15 of the Disclosure Schedule, there are no claims, actions, suits, proceedings, or investigations by third party or Governmental Entity pending or, to the knowledge of Seller, threatened against Seller (solely in respect of the Enhanced Services Division), the LLC, the Company or any of the Company's Subsidiaries or any properties

or rights of any of such entities, before any court, arbitrator or quasi-judicial or administrative agency of any Governmental Entity.

## 2.16 Employee Benefits.

(a) For purposes of this Agreement, the term “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and “Plan” shall mean every plan, fund, contract, program and arrangement (whether written or not) which is maintained or contributed to by the Seller or its Affiliates, the LLC, the Company or the Company’s Subsidiaries for the benefit of present or former employees of the Enhanced Services Division and with respect to which the Buyer, the LLC, Company or the Company’s Subsidiaries may have any liability. “Plan” includes any arrangement intended to provide: (i) medical, surgical, health care, hospitalization, dental, vision, workers’ compensation, life insurance, death, disability, legal services, severance, sickness, accident, or cafeteria plan benefits (whether or not defined in Section 3(1) of ERISA), (ii) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax qualified and whether or not defined in Section 3(2) of ERISA), (iii) bonus, incentive compensation, stock option, stock appreciation right, phantom stock or stock purchase benefits, change in control benefits or (iv) salary continuation, unemployment, supplemental unemployment, termination pay, vacation or holiday benefits (whether or not defined in Section 3(3) of ERISA). Schedule 2.16(a) of the Disclosure Schedule, sets forth all Plans by name and includes (i) a brief description identifying the type of Plan, (ii) specifically identifying any Plans which cover employees of the Enhanced Service Division who are not on the U.S. payroll of Seller or its Affiliates, the LLC, the Company or the Company’s Subsidiaries, and (iii) specifically identifying any Plan sponsored by the LLC, the Company or the Company’s Subsidiaries; provided, however, that Schedule 2.16(a) of the Disclosure Schedule shall not include Plans that are required by statute, regulation, common law or any other governmental rule having the force of law.

(b) Each Plan has been maintained and administered in all material respects in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations (foreign or domestic), including but not limited to ERISA and the Code, which are applicable to such Plans. With respect to the Plans, (i) all required contributions which are due have been timely made and any accruals required by GAAP have been made for all future contribution obligations; (ii) there are no actions, suits or claims pending, other than routine uncontested claims for benefits; and (iii) there have been no nonexempt prohibited transactions (as defined in Section 406 of ERISA or Section 4975 of the Code). Except as otherwise disclosed on Schedule 2.16(b) of the Disclosure Schedule, all benefits under the Plans that are welfare plans under Section 3(1) of ERISA (other than Code Section 125 cafeteria plans) are payable either through a fully-funded trust or an insurance contract and no welfare benefit Plan (as defined in Section 3(1) of ERISA) is self-funded. To the extent any benefits under the Plans are not payable either through a fully-funded trust or an insurance contract, Seller or its Affiliates have made adequate provision for liabilities in accordance with applicable Legal Requirements and GAAP.

(c) Seller has (i) made available to Buyer summaries of all Plans; (ii) provided to Buyer all documents which relate to Plans sponsored by the LLC, the Company or the Company’s



Subsidiaries; (iii) made available to Buyer the most recent determination letter or similar letter, if any, received from the Internal Revenue Service (“IRS”) regarding the Plans and any amendment to any Plan made subsequent to any Plan amendments covered by any such determination letter or similar letter; (iv) made available to the Buyer the most recent financial statements for the Plans, if any; and (v) made available to the Buyer the most recently prepared actuarial valuation reports, if any, for the Plans. To the knowledge of the Seller, nothing has occurred that could materially adversely affect the applicable tax-qualification status of the Plans and their related trusts.

(d) Except as set forth in Schedule 2.16(d) of the Disclosure Schedule, neither Seller nor any of its affiliates has at any time ever maintained, established, sponsored, participated in, or contributed to any plan subject to Title IV of ERISA or Section 412 of the Code. At no time has Seller or any of its Affiliates contributed to or been obligated to contribute to any “multiemployer plan,” as such term is defined in Section 3(37) of ERISA or to any plan described in Section 413 of the Code.

(e) Neither Seller nor any of its Affiliates have any actual or potential material liability for death or medical benefits after separation from employment, other than (i) death benefits under the employee benefit plans or programs (whether or not subject to ERISA) set forth in Schedule 2.16(e) of the Disclosure Schedule and (ii) health care continuation benefits required by statute.

(f) There are no (i) legal, administrative or other proceedings or governmental investigations or audits, or (ii) complaints to or by any Governmental Entity, which are pending, anticipated or, to the knowledge of the Seller, threatened, against any Plan or its assets, or against any Plan fiduciary or administrator, or against the Seller, its Affiliates or their officers or employees with respect to any Plan which would, individually or in the aggregate, reasonably be expected to have a material liability to the Buyer, the Company or the LLC.

(g) Each Plan may be terminated directly or indirectly by Seller or its Affiliates, in its sole discretion, at any time before or after the Closing Date in accordance with its terms, without causing the Seller or any of its Affiliates to incur any liability to any person, entity or government agency for any conduct, practice or omission of the Seller or any of its Affiliates which occurred prior to the Closing Date, except for liabilities to, and the rights of, the employees thereunder accrued prior to the Closing Date, or if later, the time of termination, and except for continuation rights required by Section 4980B of the Code, or other similar law, reasonably expected to have a cost to the Seller in excess of \$10,000.

(h) Except as set forth in Schedule 2.16(h) of the Disclosure Schedule, the execution of this Agreement and the consummation of the transactions contemplated herein will not (either alone or upon the occurrence of any additional or subsequent events) (i) constitute an event under any Plan that will or may result in any payment, acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any employees of the Enhanced Services Division, or (ii) result in any payment or benefit which, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to Section 280G of the Code.

2.17 Employees. None of Seller or its Affiliates (solely in respect of the employees of the Enhanced Services Division), the LLC (following consummation of the transactions contemplated in Section 4.3 hereof), the Company or any of the Company's Subsidiaries is a party to any collective bargaining agreement, arrangement or labor contract with a labor union or labor organization, whether formal or otherwise. Schedule 2.17 of the Disclosure Schedule lists all employment, severance and change of control agreements of Seller or its Affiliates (solely in respect of the employees of the Enhanced Services Division), the LLC (following consummation of the transactions contemplated in Section 4.3 hereof), the Company or the Company's Subsidiaries. Each of Seller or its Affiliates (solely in respect of the employees of the Enhanced Services Division), the LLC, the Company and the Company's Subsidiaries is in compliance in all material respects with all applicable laws (including, without limitation, all applicable extension orders) respecting employment and employment practices, terms and conditions of employment, equal opportunity, anti-discrimination laws, and wages and hours. There is no labor strike, slowdown or stoppage pending (or, to the knowledge of Seller, any unfair labor practice complaints, labor disturbances or other controversies respecting employment which are pending or threatened which, if they actually occurred, would materially disrupt the operations of the LLC, the Company or the Company's Subsidiaries) against Seller or its Affiliates (solely in respect of the employees of the Enhanced Services Division), the LLC, the Company or any of the Company's Subsidiaries.

2.18 Environmental Matters.

(a) Seller (solely in connection with the operation of the Enhanced Services Division), the Company and the Company's Subsidiaries (i) have been in compliance in all material respects and are presently complying with all applicable Environmental Laws (defined below), and (ii) have obtained all material permits, licenses, clearances, consents and authorizations which are required under all applicable Environmental Laws and are in compliance in all material respects with such permits, licenses, clearances, consents and authorizations. To the knowledge of Seller, there is no environmental matter which could reasonably be expected to expose the LLC (following consummation of the transactions contemplated in Section 4.3 hereof), the Company or any of the Company's Subsidiaries to a claim to clean-up any Hazardous Materials, to remedy any damage at any of the properties utilized in the LLC or the Company's business under any Environmental Laws or otherwise incur any material environmental liability.

(b) Except as set forth on Schedule 2.18(b) of the Disclosure Schedule, no Hazardous Materials are present on any Business Facility currently owned, operated, occupied, controlled or leased by the Company or were present on any other Business Facility at the time it ceased to be owned, operated, occupied, controlled or leased for the operation of the Enhanced Services Division. To the knowledge of the Seller, there are no underground storage tanks, asbestos which is friable or likely to become friable or PCBs present on any Business Facility currently owned, operated, occupied, controlled or leased for the operation of the Enhanced Services Division. To the knowledge of Seller, the Hazardous Materials Activities of the Enhanced Services Division prior to the Closing have not resulted in the exposure of any person to a Hazardous Material in a manner which has caused or could reasonably be expected to cause an adverse health effect to any such person. Seller has made available for inspection by Buyer and its agents, representatives and

employees all records in the Seller's, Company's and LLC's possession concerning the Hazardous Materials Activities of the Seller, Company and LLC relating to the Enhanced Services Division and all environmental audits and environmental assessments of any Business Facility conducted at the request of, or otherwise in the possession of Seller, the Company or the LLC.

For purposes of this Agreement, the term: (i) "Hazardous Material" means any chemical, material or substance that has been designated by any Governmental Entity to be radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment other than products used by the Enhanced Services Division for building maintenance, janitorial supplies and office supplies; (ii) "Business Facility" means any property including the land, the improvements thereon, the groundwater thereunder and the surface water thereon, that is or at any time has been owned, operated, occupied, controlled or leased by the Company or LLC in connection with the operation of the Enhanced Services Division; (iii) "Environmental Laws" means all applicable laws, directives, guidance, rules, regulations, orders, treaties, statutes, and codes promulgated by any Governmental Entity which prohibit, regulate or control any Hazardous Material or any Hazardous Material Activity, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Recovery and Conservation Act of 1976, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Occupational Safety and Health Act and the Montreal Protocol, all as amended at any time; (iv) "Hazardous Materials Activity" means the transportation, transfer, recycling, storage, use, treatment, manufacture, removal, remediation, release, exposure of others to, sale, or distribution of any Hazardous Material or any product or waste containing a Hazardous Material, or product manufactured with Ozone depleting substances; and (v) "Seller's Retained Environmental Liabilities" means any Losses with respect to: (A) the presence on or before the Closing Date of any Hazardous Materials, in excess of the amount permitted by applicable Environmental Laws, applicable Governmental Entities or Material Contracts with respect thereto, in the soil, groundwater, surface water, air or building materials of any Business Facility, or known to be migrating to a Business Facility as of the Closing Date ("Pre-Existing Contamination") and the extent to which such Pre-Existing Contamination continues to be present after the Closing Date; (B) the migration at any time prior to or after the Closing Date of Pre-Existing Contamination to any other real property, or the soil, groundwater, surface water, air or building materials thereof; (C) any Hazardous Materials Activity conducted on any Business Facility prior to the Closing Date or otherwise occurring prior to the Closing Date in connection with or to benefit the Enhanced Services Division ("Pre-Closing Hazardous Materials Activities"); (D) the exposure, prior to the Closing Date, of any person to Pre-Existing Contamination or to Hazardous Materials in the course of or as a consequence of any Pre-Closing Hazardous Materials Activities, without regard to whether any health effect of the exposure has been manifested as of the Closing Date; and (E) the violation, in any material respect, of any Environmental Laws by the Company or the LLC or their agents, employees, predecessors in interest, contractors or licensees prior to the Closing Date or in connection with any Pre-Closing Hazardous Materials Activities prior to the Closing Date and the extent to which such violations continue after the Closing Date for a period of six (6) months following the Closing Date.

2.19 Accounts Receivable. All accounts receivable (net of allowances for bad debts, discounts, rebates, allowances, returns, price protection, billing and shipping errors, and other disputes, all determined in accordance with GAAP) of the Company, the Company's Subsidiaries and the LLC represent bona fide transactions, arose in the ordinary course of business, and are carried at values determined in accordance with GAAP. To the knowledge of Seller, none of the accounts receivable is subject to valid counterclaims or setoffs. None of the accounts receivable is subject to any Security Interests. Schedule 2.19 of the Disclosure Schedule sets forth, only for informational purposes, a copy of the management report dated as of October 29, 2001, prepared in the ordinary course business, listing the accounts receivable of the Enhanced Services Division; Buyer acknowledges that Seller makes no representation or warranties with respect to the accuracy or completeness of such report, and Seller assumes no liability with respect to inaccuracies contained therein, if any. Since September 30, 2001, none of Seller, its Affiliates, the Company, the Company's Subsidiaries or the LLC has taken any actions outside the ordinary course of business or inconsistent with past practices to collect or discount any accounts receivable.

2.20 Warranties. Schedule 2.20 of the Disclosure Schedule summarizes all claims outstanding, pending or to the knowledge of Seller, threatened for breach of any warranty relating to any products sold by Seller or its Affiliates (solely in respect of the Enhanced Services Division), the Company or the Company's Subsidiaries for a consideration in excess of \$25,000 prior to the date hereof. The reserves for warranty claims on the Most Recent Financial Statements are prepared in accordance with GAAP applied on a consistent basis.

2.21 Customers. Schedule 2.21 of the Disclosure Schedule sets forth a true and correct list of the 10 largest customers of the Enhanced Services Division for each of the fiscal year ended October 31, 2000 and the eleven-month period ended September 30, 2001 and sets forth opposite the name of each such customer the approximate percentage of revenues by the Enhanced Services Division attributable to such customer for each such period. Since September 30, 2001, no customer listed on Schedule 2.21 of the Disclosure Schedule has provided the Enhanced Services Division with written notice that it will stop or materially decrease the amount of business done with the Enhanced Services Division.

2.22 Insurance. Schedule 2.22 of the Disclosure Schedule lists and briefly describes each material insurance policy maintained by Seller or its Affiliates with respect to the Enhanced Services Division and each of the LLC, the Company and each Subsidiary's properties, assets and operations and sets forth the date of expiration of each such insurance policy. All of such insurance policies will be in full force and effect until the Closing Date, and Seller, the LLC, and the Company and the Company's Subsidiaries are not in default with respect to their obligations under any of such insurance policies. Except as set forth on Schedule 2.22 of the Disclosure Schedule, there is no claim by the LLC, the Company or any of the Company's Subsidiaries pending under any of the insurance policies and fidelity bonds covering the assets, business, equipment, properties, operations, employees, officers and directors of the LLC, the Company and the Company's Subsidiaries as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds.

2.23 Inventory. The inventory of the Enhanced Services Division consists of raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods, all of which is merchantable and fit for the purpose for which it was procured or manufactured, and none of which is slow-moving, obsolete, damaged, or defective, subject only to the reserve for inventory write-downs determined in accordance with GAAP consistently applied and set forth on the face of the combined balance sheet which is a part of the Most Recent Financial Statements (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with past custom and practice of the Seller, the Company and the Company's Subsidiaries.

2.24 Brokers' Fees. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this agreement based on any arrangement or agreement made by or on behalf of Seller, except for fees and expenses payable by Seller to Credit Suisse First Boston.

2.25 Board Approval. The Board of Directors of Seller, has, as of or prior to the date of this Agreement, approved this Agreement and has approved the transactions contemplated hereby.

2.26 Vote Required. The affirmative vote of the outstanding shares of capital stock of the Company with respect to the transactions contemplated by this Agreement is the only vote of the holders of any class or series of capital stock or equity interests of the Company necessary to approve the transactions contemplated by this Agreement. The affirmative vote of the outstanding interests of the LLC with respect to the transactions contemplated by this Agreement is the only vote of the holders of any equity interest in the LLC necessary to approve the transactions contemplated by this Agreement.

2.27 Disclosure. None of the representations or warranties made by Seller in this Agreement or in the Disclosure Schedule, nor any statement made in any certificate furnished by Seller at Closing pursuant to this Agreement contains or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

2.28 Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Article II, Seller makes no representation or warranty, expressly or implied, at law or in equity, with respect to Seller, the Enhanced Services Division, the LLC, the Company, the Company's Subsidiaries, their businesses or financial condition or any of their assets, liabilities or operations, and any such other representations or warranties are hereby expressly disclaimed.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Organization of Buyer. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware with the requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

3.2 Authorization of Transaction. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Buyer, and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions so contemplated. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by Seller, constitute legal and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

3.3 Noncontravention and Consents.

(a) The execution and delivery of this Agreement do not, and the performance of this Agreement (and the consummation of the transactions contemplated by this Agreement) will not, (i) conflict with or violate the certificate of incorporation, bylaws or the equivalent organizational documents of Buyer; (ii) conflict with, or result in any violation of, any law, rule, regulation, order, judgment or decree of any Governmental Entity by which Buyer is bound or affected (including without limitation the Export Administration Regulations, 15 C.F.R. Part 700 *et seq.* as applicable), except that which could not reasonably be expected to have a Material Adverse Effect with respect to Buyer.

(b) Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Entity in order for Buyer to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not reasonably be expected to have a Material Adverse Effect with respect to Buyer, adversely affect the ability of Buyer to perform its obligations under this Agreement, or prevent consummation of the transactions contemplated by this Agreement or otherwise prevent the other parties hereto from performing their obligations under this Agreement.

3.4 Financing. Buyer at Closing will have sufficient cash and/or available credit facilities (and has provided Seller with evidence thereof) to pay the Purchase Price and to make all other necessary payments of fees and expenses in connection with the transactions contemplated by this Agreement.

3.5 Brokers' Fees. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the

transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer.

3.6 Investment Intent. Buyer is purchasing the Company Shares and the LLC Interests for its own account with the present intention of holding the Company Shares and the LLC Interests for investment purposes and not with a view to or for sale in connection with any distribution of the Company Shares or the LLC Interests in violation of any applicable securities law. Buyer will refrain from transferring or otherwise disposing of any of the Company Shares or the LLC Interests, or any interest therein, in such manner as to cause Seller to be in violation of the registration requirements of the 1933 Act or applicable state securities or blue sky laws

3.7 Capitalization. The authorized capital stock of the Buyer consists of (a) 500,000,000 shares of common stock, of which 12,659,168 shares are issued and outstanding; and (b) 317,029,032 shares of preferred stock, of which 19,000,000 shares are designated as Series A Voting Preferred Stock and are issued and outstanding, 1,000,000 shares are designated as Series A Non-Voting Preferred Stock and are issued and outstanding, 25,267,329 shares are designated as Series B Preferred Stock and are issued and outstanding, and 269,929,032 shares are designated as Series C Preferred Stock and are issued and outstanding.

3.8 Warrant. The Warrant which may be issued to Seller pursuant to Section 4.13 hereof will, if issued, when issued and delivered in accordance with this Agreement, be duly authorized and validly issued, and the shares of Buyer common stock issuable upon exercise of the Warrant will, when fully paid for, issued and delivered in accordance with the terms of the Warrant, be duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights; provided, however, that the shares of Buyer common stock to be issued to Seller will be subject to restriction on transfer under applicable federal and state securities laws.

#### ARTICLE IV OTHER AGREEMENTS AND POST-CLOSING COVENANTS

##### 4.1 Employees and Employee Benefits.

(a) For the purpose of this Section 4.1 the term "Employee" shall mean and refer to each individual who has an employer/employee relationship with the Enhanced Services Division on the Closing Date, and is listed on Schedule 4.1(a) of the Disclosure Schedule which designates employees as (i) U.S. employees; (ii) non-U.S. employees; and (iii) non-U.S. employees who may be subject to the Transition Services Agreement.

(b) [Intentionally omitted.]

(c) Seller shall take such actions as may be required to cause its welfare plans that are subject to ERISA and the Code to provide continuation coverage under Code section 4980B (including the regulations promulgated thereunder) and ERISA section 601 et. seq., and any

continuation or conversion rights existing under applicable state law or contract to Employees, former Employees and qualifying beneficiaries with respect to qualifying events occurring on or before the Closing Date (including qualifying events, if any, occurring in connection with the Closing). Seller shall (i) treat the Closing Date as a qualifying event with respect to each Employee covered under the Seller's United States group health plan (and any of the Employee's dependents covered under the Seller's United States group health plan) as determined immediately prior to Closing ("Eligible Individuals"), (ii) provide notice to the Eligible Individuals of their right to such continuation coverage on or prior to the Closing Date, (iii) provide, if elected by the applicable Eligible Individual, continuation coverage to such Eligible Individual under its United States group health plan, and (iv) accept, through its third-party COBRA administrator, continuation coverage payments from Buyer or its Affiliates on behalf of such Eligible Individuals, such payments being no greater than the amount permitted under Section 4980B(f) of the Code. Within 60 days following the Closing Date, Buyer shall offer participation in a group health plan that is sponsored by Buyer to all Employees (including eligible dependents) employed by Buyer on such date.

(d) Buyer agrees that: (i) to the extent that the Seller waived any pre-existing condition exclusion with respect to the Employees under the Seller's health, dental and vision plans, the Buyer shall waive any pre-existing condition exclusion with respect to such Employees under the health, dental and vision plans of the Buyer; (ii) to the extent consistent with applicable law and any applicable Tax qualification requirements, the Buyer shall credit the Employees for their past service with Seller and its Affiliates for purposes of eligibility and vesting under the Buyer's 401(k), health, dental and vision plans (but in no event shall such past service credit be used for purposes of calculating the amount of the payment or benefit due under any employee benefit plan of Buyer or the Company's Subsidiaries nor shall it result in duplication of benefits); and (iii) the Employees shall be permitted to carry over any vacation leave accrued as of the Closing Date under the Seller's vacation leave policy. The Buyer's obligations under this Section 4.1 are conditioned upon the Buyer's timely receipt from the Seller of such employee data or other information as may be reasonably required to carry out the arrangements described in this Section 4.1(d).

(e) As of the Closing Date, the LLC, the Company and each Company Subsidiary shall cease to be a participating employer and shall cease making contributions to any Plan maintained by Seller or its Affiliates.

(f) With respect to Plans that are defined contribution retirement plans, no Employee shall be entitled to make or receive any contributions or accruals under any of Seller's plans on account of pay received for services performed after the Closing Date and Company shall be obligated to remit, to the appropriate party, contributions as are required of the Company, the LLC, or a Company Subsidiary with respect to pay received and services performed prior to the Closing Date.

(g) Seller or one of its Affiliates shall assume sponsorship of the Centigram Communications Corporation 401(k) Plan after the Closing and shall assume responsibility for the termination and winding down and final distribution of assets of such plan. Seller shall use its best efforts to distribute the assets from such plan as soon as possible following the Closing Date.



(h) In the event Buyer terminates employment of any Employee for any reason other than cause (as determined by Buyer) prior to 180 days after the Closing Date. Buyer shall provide to any such terminated Employee severance benefits which are at least the same as the benefits that would have been paid under the Company's or Seller's severance pay practices as disclosed on Schedule 4.1(h) of the Disclosure Schedule, and Buyer shall provide to any such terminated non-U.S. Employee severance benefits, if any, that are legally required by statute.

(i) This Section 4.1 shall not create any third party beneficiary rights nor shall it inure to the benefit of nor shall it be enforceable by any employee or any person representing the interests of employees. This Section 4.1 is solely an agreement between and for the benefit of Seller and Buyer and shall be enforceable only by them.

4.2 Data Migration Activities. Buyer has advised Seller that Buyer desires the Company and the LLC to migrate from Seller's integrated SAP system as of the Closing Date. Seller shall cooperate on a timely basis in all reasonable requests to assist in the migration to Buyer's system. Seller assumes no responsibility and makes no representation or warranty with respect to this activity, it being understood by the parties that all such activities are being arranged and controlled by Buyer.

4.3 Actions by Seller. Prior to the Closing, Seller shall take any and all action necessary to cause all of the right, title and interest of Seller or any of its majority-owned subsidiaries in and to the NewNet Assets (including without limitation employees and contracts related thereto) to be transferred, assigned, conveyed or sold to, and certain liabilities related thereto to be assumed by, the LLC in a manner reasonably acceptable to Buyer. Prior to Closing, Seller shall also cause certain Enhanced Services Division contracts that are currently in the name of Seller as the contracting party to be assigned to the Company.

4.4 Intercompany Payables and Receivables. As of the Closing Date. Seller will (a) assign and transfer to the Company all intercompany payables and receivables and other indebtedness between Seller or its Affiliates, on the one hand, and the Company Subsidiaries, on the other, such transfer to be accounted for as a payment (in the case of the transfer of a receivable) or a borrowing (in the case of a payable) on the intercompany account between Seller and the Company, such that there are no further intercompany payables, receivables or other indebtedness between the Seller or its Affiliates on the one hand, and the Company Subsidiaries on the other; and (b) cause all intercompany payables and receivables and other indebtedness between Seller and its Affiliates, on the one hand, and the LLC and the Company, on the other, to be either contributed to the capital of the LLC and the Company (with respect to intercompany payables) or distributed by the LLC and the Company to Seller or its Affiliates (with respect to intercompany receivables), as applicable. Intercompany payables and receivables solely between the Company, the Company's Subsidiaries, and the LLC shall not be subject to the provisions of this Section 4.4, provided, however, that the aggregate amount of such intercompany payables are equal to the aggregate amount of such intercompany receivables.

4.5 Intercompany Operating Agreements. All intercompany operating agreements, as set forth on Schedule 4.5 of the Disclosure Schedule, between Seller and its Affiliates, on the one hand,

and the LLC, the Company and the Company's Subsidiaries, on the other, shall be terminated as of the Closing Date.

4.6 Tax Matters. The following provisions shall govern the allocation of responsibility as between Buyer and Seller for certain Tax matters following the Closing Date:

(a) Seller shall prepare and timely file or cause to be prepared and timely filed when due (taking into account all extensions properly obtained) all Tax Returns with respect to the LLC, the Company and each of the Company's Subsidiaries for all taxable periods ending on or prior to the Closing Date. Seller shall pay directly or promptly reimburse Buyer for, and shall indemnify and hold Buyer harmless against and from (i) all Taxes of the LLC, the Company and each of the Company's Subsidiaries that are attributable to periods to which the Tax Returns referred to in the preceding sentence relate; (ii) all Taxes for all taxable years or periods of all members or subsidiaries of any affiliated, unitary or combined group of which the LLC, the Company or any Company Subsidiary is or has been a member prior to and including the Closing Date; and (iii) with respect to any taxable period commencing before the Closing Date and ending after the Closing Date (a "Straddle Period") all Taxes of the LLC, the Company and each of the Company's Subsidiaries attributable to the portion of the Straddle Period prior to and including the Closing Date (the "Pre-Closing Period"). For purposes of this Agreement, the portion of any Tax that is attributable to the Pre-Closing Period shall be (x) in the case of a Tax that is not based on net income, gross income, sales, premiums or gross receipts, the total amount of such Tax for the period in question multiplied by a fraction, the numerator of which is the number of days in the Pre-Closing Period, and the denominator of which is the total number of days in such Straddle Period, and (y) in the case of a Tax that is based on any of net income, gross income, sales, premiums or gross receipts, the Tax that would be due with respect to the Pre-Closing Period if such Pre-Closing Period were a separate taxable period, except that exemptions, allowances, deductions or credits that are calculated on an annual basis (such as the deduction for depreciation or capital allowances) shall be apportioned on a per diem basis. For purposes hereof, all sales, use, value-added, gross receipts, excise, registration, stamp duty, transfer or other similar taxes or governmental fees ("Transfer Taxes") imposed or levied by reason of, in connection with or attributable to this Agreement and the transactions contemplated shall be deemed to be Taxes attributable to the Pre-Closing Period and shall be the responsibility of Seller. The parties shall cooperate with each other to the extent reasonably requested and legally permitted to minimize any Transfer Taxes.

(b) Buyer shall prepare and timely file or cause to be prepared and timely filed when due (taking into account all extensions properly obtained) all Tax Returns with respect to the LLC, the Company and each of the Company's Subsidiaries for all taxable periods ending after the Closing Date. Buyer shall pay, and shall indemnify and hold Seller harmless against and from (i) all Taxes of the LLC, the Company and each of the Company's Subsidiaries for any taxable year or period commencing after the Closing Date; and (ii) all Taxes of the LLC, the Company and each of the Company's Subsidiaries for any Straddle Period (other than Taxes attributable to the Pre-Closing Period which if paid by Buyer pursuant to this Section 4.6(b) shall be promptly reimbursed by Seller). With respect to Tax Returns to be filed by Buyer pursuant to the preceding sentence that relate to Straddle Periods, except as required by applicable law, such Tax Returns shall be filed in a

manner consistent with past practice and no position shall be taken. election made or method adopted that is inconsistent with positions taken. elections made or methods used in prior periods in filing such Tax Returns (including, without limitation, a position which would have the effect of accelerating income to periods for which Seller is liable or deferring deductions to periods for which Buyer is liable) and such Tax Returns shall be submitted to Seller not later than 30 days prior to the due date for filing such Tax Returns (or, if such due date is within 45 days following the Closing Date, as promptly as practicable following the Closing Date) for review and approval by the Seller, which approval shall be granted unless such Tax Returns are inconsistent with this Section 4.6(b), shall be deemed granted if Seller has not objected within 10 business days and, in any event shall not be unreasonably withheld or delayed.

(c) All refunds or credits of Taxes for or attributable to taxable years or periods of the LLC, the Company or any of the Company's Subsidiaries ending on or before the Closing Date (or the Pre-Closing Period, in the case of a Straddle Period) shall be for the account of Seller; all other refunds or credits of Taxes, for or attributable to the LLC, the Company or any of the Company's Subsidiaries shall be the account of Buyer. Following the Closing, Buyer shall cause the LLC, the Company or any of the Company's Subsidiaries to forward to Seller any such refunds or credits due Seller pursuant to this section after receipt or realization thereof by Buyer, and Seller shall forward (or cause to be forwarded) to Buyer any refunds or credits due to Buyer pursuant to this section after receipt or realization thereof by Seller. Any payments of refunds or credits for Taxes are required to be paid under this Agreement shall be made within 10 business days of the receipt of any refund, as the case may be. Any payments not made within such time period, shall be subject to an interest charge equal to the then applicable prime rate.

(d) Buyer acknowledges and agrees that Seller shall elect to reattribute operating losses and capital losses of the Company to Seller pursuant to Section 1.1502-20(g)(1) of the Treasury Regulations and that Seller will also reattribute the entire separate Code Section 382 limitation to which the reattributed net operating loss is subject pursuant to Section 1.1502-96(d)(5) of the Treasury Regulations. Buyer agrees timely to file any Tax election forms or statements related thereto reasonably requested by Seller with Buyer's Tax Returns, and further agrees not to take any position or make any election that is inconsistent with the position taken or election made by Seller with respect thereto except as required by applicable law.

(e) None of Buyer or any affiliate of Buyer shall (or shall cause or permit the LLC, the Company or any of the Company's Subsidiaries to) amend, refile or otherwise modify (or grant an extension of any statute of limitation with respect to) any Tax Return relating in whole or in part to the LLC, the Company or any of the Company's Subsidiaries with respect to any taxable year or period ending on or before the Closing Date, make an election under Section 338 of the Code or any similar provisions of state or foreign law relating to the purchase of the Company Shares, or take any other action relating to Taxes of the LLC, the Company or the Company's Subsidiaries that increases the Tax liability of Seller or (for taxable periods ending on, before or including the Closing Date) any Tax liability of the LLC, the Company or any of the Company's Subsidiaries without the prior written consent of Seller, which consent may be withheld in the sole discretion of Seller.

(f) Seller and Buyer shall provide reasonable cooperation and information to each other in connection with (i) the preparation or filing of any Tax Return, amended Tax Return, Tax election, Tax consent or certification, or any claim for a Tax refund, (ii) any determination of liability for Taxes, and (iii) any audit, examination or other proceeding in respect of Taxes related to the business of the Company and the LLC prior to the Closing Date. Such cooperation shall include providing copies of all relevant portions of Tax Returns relating solely to the business of the Company and the LLC, including pro forma stand-alone returns, together with accompanying schedules and related work papers, documents relating to determinations by any Governmental Entity and records containing the ownership and Tax basis of property, which either party may possess. Seller and Buyer shall make available on a reasonable basis, employees of the Seller or Buyer as the case may be, whose reasonable out-of-pocket costs, if any, such as travel and lodging, shall be reimbursed by the party to which such employees are made available. Seller and Buyer shall at their own cost and expense preserve all Tax Returns, schedules, work papers and all material records or other documents relating thereto until the expiration of any applicable statute of limitations, including extensions thereof, provided that notice of such extension is given to the party which did not grant the extension. Seller and Buyer shall not destroy or otherwise dispose of any Tax Returns, schedules, work papers, information, records and documents without first providing the other party a reasonable opportunity to review and copy the same. The party requesting such information, records and documents shall bear the reasonable out-of-pocket costs and expenses incurred in connection with providing the same. Any information obtained under this Section 4.6(f) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns, claims for a Tax refund or in conducting any audit, examination or other proceeding in respect of Taxes.

(g) Seller shall have the right, at its own expense, to control any audit or examination by any Governmental Entity relating to any taxable period for which it is responsible for filing Tax Returns under Section 4.6(a) hereof. Seller shall also have the right, at its own expense, to initiate any claim for refund, to amend any Tax Return, or to contest, resolve and defend against any assessment, notice of deficiency, or other adjustment or proposed adjustment relating to any Taxes for any taxable period for which it is responsible for filing Tax Returns under Section 4.6(a) hereof, except that Seller shall consult with Buyer and obtain Buyer's consent (which consent shall not be unreasonably withheld or delayed) as to any of the foregoing if Buyer (as it relates to the business of the Enhanced Services Division), the Enhanced Services Division or the business of the Company or the LLC may be reasonably expected to be adversely affected by such action. Buyer shall promptly notify Seller of the receipt of all notices, audits, examinations or other proceedings, information or document requests, requests for conferences, meetings, interviews or testimony of employees of Buyer and other correspondence in respect of Taxes related the business of the Company and the LLC or the Enhanced Services Division for any taxable period ending on or before the Closing Date, provided that the failure to provide notice thereof shall not impact Seller's obligation with regard to any Taxes for such period except to the extent Seller is damaged by such failure. Seller shall have the right, at its own expense to participate in all conferences, meetings, interviews or testimony of employees of Buyer and other correspondence in respect of Taxes related to the business of the Company and the LLC or the Enhanced Services Division for any taxable period ending on or before the Closing Date. With respect to any audit or other proceeding relating

to Taxes for any Straddle Period ("Straddle Period Taxes"), Seller shall have the right, at its own expense, to participate (i) in all conferences, meetings or proceedings with any Governmental Entity, the subject matter of which is or includes Straddle Period Taxes and (ii) in all appearances before any court, the subject matter of which is or includes Straddle Period Taxes. Buyer agrees not to settle or compromise any issue relating to Straddle Period Taxes without Seller's consent (which consent shall not be unreasonably withheld or delayed) unless (a) Buyer first waives, in writing, any rights to indemnification it may have under this Agreement relating to such Straddle Period Taxes or (b) settlement or compromise is necessary, as determined in Buyer's reasonable discretion, to protect or preserve the business of the Company and the LLC or the Enhanced Services Division.

(h) Buyer and Seller shall use their best efforts to agree upon an allocation of the Purchase Price among the assets being purchased by Buyer (the "Allocation"), consistent with this Section, Section 4.6(i) below and Section 1060 of the Code and the Treasury Regulations thereunder, within 90 days following the Closing Date. Seller shall provide a proposed Allocation to Buyer within 45 days following the Closing Date. Buyer shall propose any changes to the Allocation within 45 days thereafter, together with a reasonably detailed explanation of the reasons therefor. Buyer and Seller will negotiate in good faith to resolve any disputed items, and if Buyer and Seller are unable to agree on the Allocation within 30 days following delivery of Buyer's proposed changes, then the dispute will be arbitrated by an independent third party, whose determination shall be conclusive and binding on the parties for all purposes.

(i) Notwithstanding the foregoing, Buyer and Seller agree to allocate \$30 million of the Purchase Price to the Company Shares and \$15 million to the LLC Interests (including all rights associated with the International Rights License Agreement).

(j) Neither Seller nor Buyer nor any of their respective affiliates or representatives shall take any position on any Tax Return or with any taxing authority or in any judicial proceeding that is inconsistent with the Allocation as finally determined pursuant to this Section 4.6, except as required by a final determination within the meaning of Section 1313(a) of the Code. Buyer and Seller each agree to promptly provide the other party with any additional information required to complete Form 8594. Buyer and Seller each agree to timely notify the other party, and to timely provide such other party with assistance, in the event of an examination, audit or other proceeding regarding the Allocation.

(k) The LLC has not made and will not make an election pursuant to United States Treasury Regulation Section 301.7701-3 which would result in the LLC being treated as an association (and thus a corporation under United States Treasury Regulation Section 301.7701-2(b)(2)) (an "LLC Tax Election"). Neither Seller, nor any of its affiliates has caused the LLC to make an LLC Tax Election, made an LLC Tax Election on behalf of the LLC, or will cause an LLC Tax Election to be made.

4.7 FIRPTA Compliance. On the Closing Date, Seller shall deliver to Buyer a properly executed statement in a form reasonably acceptable to Buyer for purposes of satisfying Buyer's obligations under Treasury Regulation Section 1.1445-2(b)(2).

4.8 Intellectual Property Rights. The Patents listed on Schedule 4.8 of the Disclosure Schedule shall be deemed ESD Intellectual Property Rights and NewNet Assets, as indicated on the Schedule. Seller shall cause the Company to transfer the Patents listed on Schedule 4.8 to LLC prior to the Closing.

4.9 Agreement Not to Compete; Not to Disparage.

(a) For a period of two years from and after the Closing Date, neither Seller nor any of its majority-owned subsidiaries will, other than in the performance of Seller's obligations under this Agreement, the License Agreement, and the Transition Services Agreement, (i) market or sell any product that is substantially similar to any of the products of the Enhanced Services Division (as the same exist as of the Closing Date) (the "Protected Business"); or (ii) own, manage, operate, join, control, or participate in the ownership, management, operation or control of, any person who or which at any relevant time during such period markets or sells any product that is substantially similar to any of the products included in the Protected Business. Nothing contained herein shall prevent Seller or its Affiliates from marketing, reselling or otherwise collaborating with any third party with respect to any product created by a third party not otherwise permitted under this non-compete if, and only to the extent such third-party product is marketed for use in combination with a product marketed and sold by Seller or its Affiliates that is otherwise permitted under this non-compete. Nothing contained herein shall prevent Seller or any of its majority-owned subsidiaries from owning securities in any entity that may be engaged in the Protected Business, but only to the extent Seller and its majority-owned subsidiaries, collectively, do not own, of record or beneficially, more than (x) 5% of the outstanding beneficial ownership of any publicly traded corporation or (y) 15% of the outstanding beneficial ownership of any other entity.

(b) Buyer acknowledges that (i) Seller and the Company's Subsidiaries will be providing services to, and selling other products of Seller to, customers of the Protected Business; and (ii) nothing in this Agreement prevents or otherwise limits Seller's, or its Affiliates', ability to market or sell, or own, manage, operate, join, control, or participate in the ownership, management, operation or control of, any person who or which markets or sells, any of the following:

(A) any product or service not otherwise marketed or sold by Seller or its Affiliates that is provided by Seller or its Affiliates in connection with system integration services;

(B) any product or service marketed as, with, or as a part of, an operations support system (OSS) other than the applications currently sold by the Enhanced Services Division (except for a pre-paid billing service);

(C) any product or service marketed as, with, or as a part of, a service fulfillment system, including, for example, activation (e.g., cable, xDSL, voice), provisioning (e.g., self-service provisioning), inventory management, order tracking and management, Internet protocol (IP) services management, routing optimization (e.g., local code administration system (LCAS)), telephone number (TN) management, trouble and workforce management, and business process automation software;

(D) any product or service marketed as, with, or as a part of, a network management system, including, for example, a network performance management system, a service quality management system, a customer quality of service (QoS) management system, performance profiling software, performance alarm software, or service level agreement management software;

(E) any product or service marketed as, with, or as a part of, a DSL or cable access product; or

(F) any product or service of Seller, or affiliate of Seller, existing as of the date of this Agreement, marketed, designed, or developed by any current unit of Seller, or affiliate of Seller, other than the Enhanced Services Division, and any improvements, upgrades, and modifications thereto.

(c) Notwithstanding anything in this Agreement to the contrary, Seller or any of its majority-owned subsidiaries may acquire an entity that engages in activities that would otherwise be prohibited by this Section 4.9 (a "Competitive Business") if at the time of such acquisition, the aggregate sales attributable to the Competitive Business of such entity as reflected in the most recently completed fiscal year of the entity to be acquired for which financial statements are then available are less than the greater of \$25,000,000 or 15% of the total sales of such entity for such fiscal year.

(d) For a period of two years from and after the Closing Date, Seller and Buyer each agrees to refrain (and to cause each of its employees to refrain) from any defamation, libel or slander of the other party and the other party's respective employees, products, and services, and any tortious interference with the contracts, relationships and prospective economic advantage of the other party, provided, that this Section 4.9(d) shall not inhibit either party's right to engage in any lawful, commercial business which is outside the scope of that conduct which is prohibited by Section 4.9(a) as modified by Section 4.9(b) hereinabove.

4.10 Transition Services. At the Closing Date, Buyer and Seller shall enter into a Transition Services Agreement in the form attached hereto as Exhibit B (the "Transition Services Agreement").

4.11 Post-Closing Financial Reconciliation.

(a) Notwithstanding anything to the contrary in this Agreement or the Disclosure Schedule, Seller shall after the Closing be solely responsible for any liabilities, payments or other obligations of any kind associated with any and all (i) accounts payable as such term is captioned on the balance sheet contained in the Most Recent Financial Statements (including any accounts payable for goods received or services rendered as determined under GAAP on or prior to the Closing Date for which the invoice is not received until after the Closing Date); (ii) except as set forth in Section 4.11(b) hereto, liabilities, payments or other obligations of any kind relating to, arising from or incurred on or prior to the Closing Date in connection with the Seller's or any of its Affiliate's employment of any current or former employee or director, for any salaries, wages,

commissions, withholdings, and payroll taxes; (iii) any employment related claims or demands by Kevin Kirksey, Carol Nguyen, Michael Motta, Jeen Chou or any other former employees of Seller, the Company or any of the Company's Subsidiaries arising from Seller or any of its Affiliate's, the Company or any Company Subsidiary's employment or termination thereof on or prior to the Closing Date; (iv) liabilities and obligations with respect to any of the Seller's or any of its Affiliate's employee benefit plans, whether incurred before, on or after the Closing Date, excluding, however, any obligations assumed by Buyer in Section 4.1 hereof and any liabilities and obligations with respect to any such plans or arrangements described in Section 4.11(b) below; (v) any liabilities incurred or accrued by the LLC (or by the Seller or its Affiliates and subsequently transferred to the LLC), the Company or the Company's Subsidiaries and known to Seller on or prior to October 25, 2001, and which liabilities are individually in the amount of \$50,000 or more that would have been required to be disclosed on a balance sheet prepared in accordance with GAAP, excluding liabilities relating to normal month-end accruals, and are not listed on Schedule 2.8(b) of the Disclosure Schedule; (vi) all payments and obligations arising from, or relating to, any disputes or litigation (or settlement agreements to resolve any such disputes or litigation) relating to the items set forth on Schedule 2.13(a) involving PhoneTel Communications, Inc., Hashimoto Corporation (Japan), Hashimoto Corp. (USA), Voice Stream, Connectel, Inc. or NextGeneration Information, Inc., to the extent, and only to the extent, that such payments and obligations relate to sales of products by Seller or its Affiliates (including the Company and the Company Subsidiaries) prior to the Closing Date; (vii) any claims or demands made by Lucre, Inc. or Invivo relating to that certain Evaluation Agreement dated February 18, 2000; (viii) any unfunded obligation associated with painting the building or repairing the parking lot at the facilities located at 91 East Tasman Drive in San Jose, California required to be completed prior to the Closing Date; (ix) any special payments or severance arrangements agreed to by Seller prior to the Closing relating to the retention of Employees, including without limitation those relating to David McLoughlin and Ramona Tehrani, (x) any restructuring charges, expenses or accruals set forth on Schedule 2.8(b) to be retained by Seller; and (xi) any liabilities resulting from any claims, actions or suits relating to any of the foregoing matters in this Section 4.11(a).

(b) Notwithstanding anything to the contrary in this Agreement, the Company and the LLC together shall after the Closing be solely responsible for any liabilities, payments or other obligations of any kind associated with any and all (i) liabilities or payments for any bonus payments, obligations to reimburse Employees for expense reports submitted after Closing and accrued vacation for any Employees as of the Closing Date incurred on or prior to the Closing Date; (ii) commissions or bonus payments to external sales agents earned and accrued related to the business of the Enhanced Services Division earned prior to the Closing Date; (iii) liabilities and obligations with respect to any of the Company's or any of the Company Subsidiaries' employee benefit plans or arrangements as specifically set forth on Schedule 4.11(b)(iii) of the Disclosure Schedule, whether incurred before, on or after the Closing Date, not otherwise retained by Seller on the Closing Date, including but not limited to short term disability payments to Employees disclosed on Schedule 4.11(b)(iii) of the Disclosure Schedule who are receiving short term disability payments immediately before the Closing Date; and (iv) any liabilities resulting from any claims, actions or suits relating to any of the foregoing matters in this Section 4.11(b).



#### 4.12 Post-Closing Cooperation.

(a) In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification for such costs pursuant to this Agreement). Seller acknowledges that certain books and records of the Enhanced Services Division and relating to the NewNet Assets are maintained at the offices of Seller. Furthermore, certain key accounting personnel of the Seller, who will remain employees of the Seller after the Closing, are responsible for maintaining the accounting records used in the preparation of the Financial Statements. To assist Buyer in a post-Closing audit of the Financial Statements of the Enhanced Services Division, which audit shall commence no earlier than December 15, 2001 and be completed no later than September 30, 2002, the Seller hereby grants access to Buyer and its auditors at all reasonable times during normal business hours following the Closing Date, at the sole cost and expense of Buyer, to the Seller's personnel, information, books and records to perform an audit of the Financial Statements as of and for the years ended October 31, 2001 and 2000 in accordance with GAAP for the purpose of including the Financial Statements in a registration statement on Form S-1 to be filed by Buyer pursuant to the 1933 Act.

(b) Following the Closing, Seller shall cooperate and take all reasonably requested actions to assist Buyer in (i) notifying all current customers, suppliers and business partners of the Enhanced Services Division of the change in control that shall have taken place pursuant to this Agreement, (ii) obtaining any required third-party consents to the assignment of any contracts and agreements of the Enhanced Services Division, including those contracts and agreements listed on Schedule 2.14(e) of the Disclosure Schedule and marked with an "\*\*\*", and (iii) use its best commercial efforts to obtain the release of any and all Security Interests against the assets of the Company, the Company's Subsidiaries, the LLC, or the Enhanced Services Division.

(c) In the event that any assets (of any nature) of the Enhanced Services Division were not transferred, contributed, conveyed or assigned to the Company, the Company's Subsidiaries or the LLC, as the case may be, prior to the Closing, Seller shall, after the Closing Date, transfer, contribute, convey or assign such assets to the Buyer (or if requested by the Buyer, to the Company or the LLC) in a prompt manner. Upon becoming aware of any need to so transfer, contribute, convey or assign assets pursuant to this Section 4.12(c), Seller shall immediately notify Buyer of such need to transfer, contribute, convey or assign assets.

(d) Within five (5) days of the Closing Date, Seller shall provide Buyer with a management report of a complete list of the accounts receivable of the Enhanced Services Division as of October 31, 2001.

4.13 Agreement to Issue Warrant Upon Certain Events. If following the one hundred twentieth (120th) day after the Closing Date, Buyer has successfully collected more than \$30,000,000 in cash from the accounts receivable of the of the Enhanced Services Division that were incurred or accrued prior to the Closing Date, then Buyer (on behalf of itself as well as on behalf of

Ulysses Cayman, Inc. to the extent allocable to the International Rights License Agreement) shall promptly issue to Seller a warrant to purchase 3,850,237 shares of common stock of Buyer (which represents 1.0% of the outstanding capital stock of Buyer immediately following the Closing, on an as-converted basis, but without giving effect to any currently authorized employee option pools or unexercised warrants of Buyer), which warrant will have the terms and conditions set forth in the Form of Warrant attached hereto as Exhibit A (the "Warrant"). For the sole purpose of reviewing Buyer's accounts receivable collection results in connection with the Warrant which may be issued pursuant to this Section 4.13, Buyer hereby grants reasonable access to Seller during normal business hours within 30 days after the one hundred twentieth (120<sup>th</sup>) day after the Closing Date, at Seller's sole cost and expense, to Buyer's personnel, books and records.

#### 4.14 Transitional Trademark License.

(a) As of the Closing Date, the Seller hereby grants to the Company and the LLC a non-exclusive, non-transferable, royalty-free, paid-up, worldwide license to use any trademark or service mark owned by Seller used in the ESD Business as of the Closing Date (as such trademarks are then being used in the ESD Business) that is not transferred to the Company or the LLC ("ADC Marks") as follows: (i) for a period of up to nine (9) months after the Closing Date, on the Inventory existing as of the Closing Date and on ESD Products produced by the Company and the ESD as provided under Section 2.13(a)(ii); (ii) for a period of up to sixty (60) days after the Closing Date, on ESD Products produced by the Company or the LLC as a result of the inclusion of the ADC Marks in tooling used to produce ESD Products; (iii) for a period of up to ninety (90) days after the Closing Date, as a part of printed material relating to the ESD Business, such as product and employee manuals, existing as of the Closing Date and (iv) as specified in the Transition Services Agreement: provided, however, that such license is being granted solely for transitional purposes and that the Company and the LLC shall therefore, notwithstanding the time periods provided for above, use their commercially reasonable efforts to cease their use of the ADC Marks as soon as practicable after the Closing Date.

(b) Neither the Company nor the LLC shall (i) add any other labels or marks to, or otherwise alter, the ADC Marks as used in the ESD Business as of the Closing Date (except as required by law); (ii) change in any way the style of the ADC Marks as used in the ESD Business as of the Closing Date; or (iii) otherwise use the ADC Marks in any manner other than as specifically provided in this Section 4.14.

(c) The Buyer, the Company, and the LLC acknowledge the Seller's ownership of the ADC Marks, shall do nothing inconsistent with such ownership, agree that all use of the ADC Marks by the Company and the LLC shall inure to the benefit and be on behalf of the Seller, and agree not to attack the title of the Seller to the ADC Marks. Nothing in this Agreement shall give Buyer, the Company, and the LLC any right, title or interest in the ADC Marks other than the right to use the ADC Marks strictly in accordance with this Section 4.14. All use of the ADC Marks by the Company and the LLC under this Section 4.14 shall conform to the standards followed in operating the ESD Business prior to the Closing Date.

(d) Buyer, the Company, and the LLC shall not have the right to, and shall not, sublicense, assign, pledge, grant or otherwise encumber or transfer to any third party any rights licensed by the Seller to the Company and the LLC under this Section 4.14 without the Seller's prior written consent. The parties understand and agree that, in addition to all other legal remedies, the Seller shall have a right to immediate injunctive relief in order to enforce the terms of this Section 4.14.

4.15 Export Administration Regulations. Buyer acknowledges that certain of the ESD Products and certain parts of the ESD Business are subject to the Export Administration Regulations, 15 C.F.R. Part 700 *et seq.* (the "EAR"), and may not be exported or reexported (as such terms are defined in the EAR) without appropriate export licenses from the U.S. Commerce Department's Bureau of Export Administration. Following the Closing and prior to engaging in any sales of products that would require a permit under the EAR, Buyer will use all reasonable efforts to have in place reasonable internal procedures and policies to assure Buyer's compliance with the EAR upon and after the Closing with respect to such regulated ESD Products or parts of the ESD Business, as the case may be.

#### ARTICLE V DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER

The Seller shall deliver each of the following documents to Buyer at Closing:

5.1 Certificates. Buyer shall have received a certificate dated as of the Closing Date attesting to the Company's good standing status from the Company's state of incorporation.

5.2 Transition Services Agreement. Seller and the Company shall have entered into the Transition Services Agreement, and such agreement shall not have been terminated.

5.3 Assignment Agreement. Seller, its affiliates, the LLC, the Company or any of the Company's Subsidiaries shall have entered into with Buyer the Assignment of Lease agreement (the "Lease Assignment Agreement"), substantially in the form attached hereto as Exhibit D, for the Leased Real Property identified on Schedule 5.3 of the Disclosure Schedule.

5.4 Legal Opinion. Buyer shall have received a legal opinion from Dorsey & Whitney LLP, legal counsel to Seller, in the form of Exhibit C hereto.

5.5 International Rights License Agreement. Seller and Ulysses Cayman, Inc. shall have entered into a technology license agreement relating to non-U.S. rights in the form attached hereto as Exhibit E (the "International Rights License Agreement").

5.6 Patent License Agreement. Seller and the Company shall have entered into a License Agreement, substantially in the form attached hereto as Exhibit G (the "Patent License Agreement"), and the Patent License Agreement shall not have been terminated.

ARTICLE VI  
DOCUMENTS TO BE DELIVERED AT CLOSING BY BUYER

Buyer shall deliver each of the following documents to Seller at the Closing:

6.1 Certificates. Seller shall have received a certificate dated as of the Closing Date attesting to Buyer's good standing status from Buyer's state of incorporation.

6.2 Transition Services Agreement. Seller and the Company shall have entered into the Transition Services Agreement, and the Transition Services Agreement shall not have been terminated.

6.3 Legal Opinion. Seller shall have received a legal opinion from Wilson Sonsini Goodrich & Rosati, Professional Corporation, legal counsel to Buyer, in the form of Exhibit F hereto.

6.4 Patent License Agreement. Seller and the Company shall have entered into the Patent License Agreement, and the Patent License Agreement shall not have been terminated.

6.5 International Rights License Agreement. Seller and Ulysses Cayman, Inc. shall have entered into the International Rights License Agreement, and the International Rights License Agreement shall not have been terminated.

ARTICLE VII  
INDEMNIFICATION

7.1 Survival of Representations and Warranties. All of the representations and warranties contained herein, as modified by the disclosures set forth in the Disclosure Schedule, shall survive the Closing Date and continue in full force and effect until the date that is fifteen (15) months after the Closing Date, provided, that (a) the representations and warranties of Seller contained in Section 2.11 shall survive the Closing Date indefinitely (subject to any applicable statutes of limitations) and (b) the representations and warranties of Buyer contained in Section 3.1 and 3.3 shall survive the Closing Date indefinitely (subject to any applicable statutes of limitations). All of the covenants made in this Agreement shall survive indefinitely. Any claim for indemnity under Section 4.6 or Article VII hereof shall be asserted in writing, setting forth in reasonable detail the identity, nature and amount of the Losses, and delivered to the Indemnifying Party (as defined in Section 7.3(a)) promptly, and with respect to any claim for indemnity under Section 7.2(a)(i), 7.2(a)(iii) or 7.2(a)(iv) on or before the date that is fifteen (15) months after the Closing Date, provided, however, that any claim for indemnity relating to claims in respect of any breach or inaccuracy of the representations in Section 2.11 may be asserted until the running of the applicable statute of limitations. Any claim for indemnity under Section 7.2(a)(i), 7.2(a)(iii) or 7.2(a)(iv) hereof if made on or before the expiration of the period set forth in this Section 7.1 shall survive until its final resolution.

7.2 Indemnification.

(a) Indemnification by Seller. Seller shall indemnify and defend Buyer and its directors, officers, employees, Affiliates, agents and assigns (each an "Indemnified Party") from and against any and all losses (whether or not arising out of third-party claims), liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses"), in connection with, arising out of, resulting from, incident to or based upon:

(i) any inaccuracy in or breach of any representation or warranty of Seller set forth in this Agreement or in the Disclosure Schedule to be delivered by Seller at Closing hereunder;

(ii) any nonfulfillment in any material respect of any covenant, agreement or other obligation of Seller set forth in this Agreement;

(iii) any third party claims or demands arising in connection with any product or service sold prior to the Closing that are asserted after the Closing except in cases where such claims or demands are accrued for in the Financial Statements;

(iv) Seller's Retained Environmental Liabilities; and

(v) any claims, demands, liabilities or amounts paid by Buyer that were amounts required to be paid by Seller under 4.11(a) hereof.

(b) Indemnification by Buyer. Buyer shall indemnify and defend Seller and its directors, officers, employees, Affiliates, agents and assigns (each also an "Indemnified Party") from and against any and all Losses in connection with, arising out of, resulting from, incident to or based upon:

(i) any nonfulfillment in any material respect of any covenant, agreement or other obligation of Buyer set forth in this Agreement;

(ii) any claims by Employees (as such term is used in Section 4.1) or former Employees under the federal Workers Adjustment and Retraining Notification Act relating to actions taken following the Closing by Buyer;

(iii) any claims arising from any liabilities of the Company, the Company's Subsidiaries or the LLC (including claims arising from the contracts assigned to the Company or assumed by the LLC listed on Schedule 2.14 on the Disclosure Schedule), other than liabilities expressly retained by Seller pursuant to this Agreement, subject to Buyer's right to seek indemnification from Seller pursuant to Section 7.2(a);

(iv) any claims arising as a result of the International Rights License Agreement or as a result of any accuracy in or breach of the representations or warranties of Buyer set forth in Section 3.1 and 3.3 hereof; and

(v) any claims, demands, liabilities or amounts paid by Seller that were amounts required to be paid by Buyer under Section 4.11(b) hereof.

The term "Losses" as used in this Article VII is not limited to matters asserted by third parties against any Indemnified Party, but includes Losses incurred or sustained by an Indemnified Party in the absence of third party claims. Payments by any Indemnified Party of amounts for which such Indemnified Party is indemnified hereunder shall not be a condition precedent to recovery. Buyer and Seller acknowledge and agree that, from and after the Closing, their sole remedy with respect to any and all claims arising under this Agreement shall be pursuant to the indemnification provisions set forth in Section 4.6 and this Article VII; provided, however, nothing herein shall preclude a party from exercising its rights under this Agreement and applicable law to such equitable remedies as may be available pursuant to Section 8.14 hereof.

### 7.3 Indemnification Procedure.

(a) Cooperation. The Indemnified Party shall cooperate in all reasonable respects with the party obligated to provide indemnification (the "Indemnifying Party") and its representatives (including without limitation its attorneys) in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the Indemnified Party may at its own cost, participate in negotiations, arbitration and the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The parties shall cooperate with each other in any notifications to insurers.

(b) Defense of Claim. Except as provided in Section 4.6 of this Agreement relating to Taxes, if a claim for Losses (a "Claim") is to be made by an Indemnified Party against the Indemnifying Party, the Indemnified Party claiming such indemnification shall give written notice (a "Claim Notice") to the Indemnifying Party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to Losses for which indemnification may be sought under this Article VII. If any lawsuit or enforcement action is filed against any Indemnified Party, written notice thereof shall be given to the Indemnifying Party as promptly as practicable (and in any event within fifteen (15) calendar days after the service of the citation or summons). The failure of any Indemnified Party to give timely notice hereunder for any purpose shall not affect rights to indemnification hereunder, except and only to the extent that the Indemnifying Party has been materially prejudiced by such failure. After such notice, except as provided in the following sentence, the Indemnifying Party shall be entitled, if it so elects at its own cost, risk and expense, (i) to take control of the defense and investigation of such lawsuit or action, (ii) to employ and engage attorneys of its own choice but in any event, reasonably acceptable to the Indemnified Party (which acceptance shall not be unreasonably withheld or delayed), to handle and defend the same unless the named parties to such action or proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised in writing by counsel that there may be one or more legal defenses available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party, in which event the Indemnified Party shall be entitled, at the Indemnifying Party's cost, risk and expense, to separate counsel of its own choosing and (iii) to compromise or settle such lawsuit

or action, which compromise or settlement shall be made only with the written consent of the Indemnified Party, such consent not to be unreasonably withheld.

(c) Failure to Assume Defense. If the Indemnifying Party fails to assume the defense of such lawsuit or action within fifteen (15) calendar days after receipt of the Claim Notice, the Indemnified Party against which such lawsuit or action has been asserted will (upon delivering notice to such effect to the Indemnifying Party) have the right to undertake, at the Indemnifying Party's cost and expense, the defense, compromise or settlement of such lawsuit or action on behalf of and for the account and risk of the Indemnifying Party; provided, however, that such lawsuit or action shall not be compromised or settled without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(d) Assumption of Defense. In the event the Indemnified Party assumes the defense of the lawsuit or action, the Indemnified Party will keep the Indemnifying Party reasonably informed of the progress of any such defense, compromise or settlement. The Indemnifying Party shall be liable for any settlement of any action affected pursuant to and in accordance with this Article VII and for any final judgment (subject to any right of appeal) and the Indemnifying Party agrees to indemnify and hold harmless an Indemnified Party from and against any Losses by reason of such settlement or judgment.

(e) Procedure for Indemnification—Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

7.4 Indemnification Limitations. An Indemnified Party may not recover Losses for any Claim under Section 7.2 hereof until the aggregate amount of Losses relating to such Claims under this Agreement exceeds \$500,000, and then such Indemnified Party may only assert Claims for the excess of such aggregate Claims over \$500,000. In no event shall the aggregate liability of Buyer or Seller for all Claims under Article VII exceed six million seven hundred fifty thousand dollars (\$6,750,000). Any foregoing limitation set forth in this Section 7.4 shall be inapplicable with respect to (i) any breach by Seller or Buyer of any of their respective covenants contained herein (excluding those contained in Section 7.2(a)(i), 7.2(a)(iii), and 7.2(a)(iv)), (ii) any breach by Seller of Sections 2.3, 2.11, 2.16(d) or 2.16(e) hereof, (iii) any breach by Buyer of Section 3.1 or 3.3 hereof; and (iv) any Claim resulting from, or arising out of fraud, intentional or willful misrepresentation or breaches by Seller or Buyer of their respective warranties, covenants or agreements contained in this Agreement or in the Disclosure Schedule delivered pursuant hereto. An Indemnified Party shall have the right to make a Claim hereunder prior to the time at which the threshold that is applicable to such Claim has been surpassed for the purpose of asserting such Claim within the relevant survival period of the applicable indemnification obligation and any such Claim made within such period shall survive until its final resolution. All indemnification payments made under this Article VII shall be deemed adjustments to the Purchase Price.

7.5 Lost Profits and Special Damages. Notwithstanding any other provisions of this Agreement to the contrary, neither Seller nor Buyer shall be required to indemnify or otherwise protect the other party for damage to reputation, lost business opportunities, lost profits, mental or

emotional distress, incidental, special, exemplary, indirect or consequential damages, interference with business operations or diminution of the value of property.

7.6 Dispute Resolution: Arbitration.

(a) In case the Chief Financial Officer of Seller or Buyer, or such officer's designee in writing to the other party, shall object in writing to any Claim or Claims made pursuant to this Article VII, Seller and Buyer shall attempt in good faith to agree upon the rights of the respective parties with respect to each of such Claims. If Seller and Buyer should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties resolving such matter.

(b) If no such agreement can be reached after a thirty (30) day period of good faith negotiation, either Buyer or Seller may demand arbitration of the matter unless the amount of the damage or loss is at issue in pending litigation with a third party, in which event arbitration shall not be commenced until such amount is ascertained or both parties agree to arbitration; and in either such event the matter shall be settled by arbitration conducted by three arbitrators. Buyer and Seller shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator. The arbitrators shall, within ten (10) business days after the last day of any hearings on any motion, issue a definitive ruling on such motion. The arbitrators shall also, within ten (10) business days from the last day of any hearings regarding the imposition of sanctions or the issuance of any awards, issue a definitive ruling on the imposition of any such sanctions or the issuance of any such award in such arbitration. The arbitrators shall also establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrators, to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrators shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions, including attorneys' fees and costs, to the extent as a court of competent law or equity, should the arbitrators determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of a majority of the three arbitrators as to the validity and amount of any Claim in such Officer's Certificate shall be binding and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrators.

(c) Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration shall be held in Denver, Colorado, under the rules then in effect of the American Arbitration Association. The fees and disbursements of the arbitrators (including the administrative fee of the American Arbitration Association) with respect to each arbitration pursuant to this Section 7.6(c) will be borne by the party that does not prevail in the arbitration with respect to such dispute.

ARTICLE VIII  
MISCELLANEOUS

8.1 Certain Definitions. For purposes of this Agreement:



(i) the term "knowledge" means with respect to Seller, the actual knowledge, after reasonable inquiry, of Larry Ford, David Opsahl and Rob Rueckl:

(ii) the term "Material Adverse Effect" when used in connection with the Enhanced Services Division means any change, event, violation, inaccuracy, circumstance or effect that is, or is reasonably likely to be, materially adverse to the business, assets, liabilities, financial condition, capitalization, or results of operations of the Enhanced Services Division taken as a whole;

(iii) the term "person" shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability company, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Entity; and

(iv) the term "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

(v) a claim, proceeding, dispute, action, or other matter will be deemed to have been "threatened" if any demand or statement has been made (in writing) or any notice has been given (in writing) that would lead a prudent person to conclude that such a claim, proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

8.2 Press Releases and Public Announcements. No party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of Buyer and Seller, which approval shall not be unreasonably withheld; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities.

8.3 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns, except as specifically provided in Section 4.6 or Article VII (Indemnification).

8.4 Entire Agreement. This Agreement (including the License Agreement and Transition Services Agreement referred to herein and exhibits hereto), together with the Disclosure Schedule, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

8.5 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of Buyer and Seller.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8.7 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8.8 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when delivered personally, one business day after being delivered to an overnight courier or when telecopied (with a confirming copy sent by overnight courier) or two business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below (or at such other address for a party as shall be specified by like notice):

If to Seller:

ADC Telecommunications, Inc.  
13625 Technology Drive  
Eden Prairie, MN 55344  
Attention: General Counsel

Copy to:

Dorsey & Whitney LLP  
50 South Sixth Street  
Minneapolis, MN 55402  
Attention: Robert A. Rosenbaum  
Facsimile: (612) 340-7800

If to Buyer:

SS8 Networks, Inc.  
2025 Gateway Place, Suite 200  
San Jose, CA 95110  
Attention: Chief Executive Officer

Copy to:

Wilson Sonsini Goodrich & Rosati, Professional Corporation  
650 Page Mill Road  
Palo Alto, CA 94304  
Attention: Jeffrey D. Saper  
David R. King  
Facsimile: (650) 493-6811

8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8.10 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

8.11 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.12 Expenses. Except as otherwise specified in this Agreement in Section 4.6(a) and Article VII (Indemnification), each of Buyer, Seller and the Company will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Seller will bear the fees and expenses of Credit Suisse First Boston referred to in Section 2.24 hereof.

8.13 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

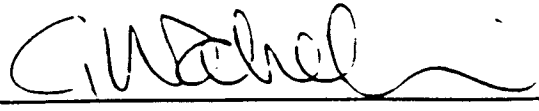
8.14 Specific Performance. The parties each acknowledge that, in view of the uniqueness of the Enhanced Services Division and the transactions contemplated by this Agreement, each party would not have an adequate remedy at law for money damages in the event that any covenant contained in Article IV of this Agreement has not been performed in accordance with its terms, and therefore agrees that the other party shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

8.15 Incorporation of Exhibits and Schedules. The Exhibits and the Disclosure Schedule referred to in this Agreement are incorporated herein by reference and made a part hereof.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first above written.

**SS8 Networks, Inc.,  
a Delaware corporation**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADC Telecommunications, Inc.,  
a Minnesota corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first above written.

**SS8 Networks, Inc.,  
a Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADC Telecommunications, Inc.,  
a Minnesota corporation**

By:  \_\_\_\_\_

Name: Robert E. Switz

Title: Senior Vice President and  
Chief Financial Officer

**Section 2.13(g)**

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**REGISTERED INTELLECTUAL PROPERTY**

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I. The following is a list of all ESD Registered Intellectual Property:

**A. Copyright Registrations**

ADC ESD, Inc.

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Prose 2000, Version 1	TXu 196-915	06-14-85

NewNet

None.

**B. Patents and Patent Applications**

See attached Schedule of Patents and Patent Applications

*[Attach printout of Word file "esdpatents"]*

**C. Trademarks, Service Marks, and Trademark and Service Mark Applications**

See attached Schedule of Trademarks, Service Marks, and Trademark and Service Mark Applications

*[Attach printout of Word file "esdTM"]*

**D. Domain Names**

ADC ESD, Inc.

centigram.com  
centigrammrc.com

NewNet

newnet.com  
ss7.com  
calea.com  
lawful-intercept.com  
shortmessaging.com

# ADCESD, INC.:

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ALLAGENT	353/01 United States of America <i>Class(es):</i> <i>Division:</i> ISG-Enhanced Services Div. (CA) Centigram <i>Agent Name:</i> <i>Owner Name:</i> Centigram Communications Corporation	74/438,085 20-Sep-1993		1,889,201 11-Apr-1995 <i>Attorney(s):</i> GSW <i>Division Ref:</i> 009767-0063-999 <i>Agent Ref:</i>	Registered 11-Apr-2005
ALLTEXT	374/01 Canada <i>Class(es):</i> <i>Division:</i> ISG-Enhanced Services Div. (CA) Centigram <i>Agent Name:</i> <i>Owner Name:</i> Speech Plus, Inc.	569,493 18-Sep-1986		337,918 11-Mar-1988 <i>Attorney(s):</i> GSW <i>Division Ref:</i> 009767-0075-001 <i>Agent Ref:</i>	Registered 11-Mar-2003
ALLTEXT	374/01 United States of America <i>Class(es):</i> <i>Division:</i> ISG-Enhanced Services Div. (CA) Centigram <i>Agent Name:</i> <i>Owner Name:</i> Centigram Communications Corporation	73/591,297 03-Apr-1986		1,422,634 30-Dec-1986 <i>Attorney(s):</i> GSW <i>Division Ref:</i> 009767-0075-999 <i>Agent Ref:</i>	Registered 30-Dec-2006
ENTIGRAM	349/01 Argentina <i>Class(es):</i> <i>Division:</i> ISG-Enhanced Services Div. (CA) Centigram <i>Agent Name:</i> <i>Owner Name:</i> Centigram Communications Corporation	1,895,758 19-Oct-1993			Pending
ENTIGRAM	349/01 Australia <i>Class(es):</i> <i>Division:</i> ISG-Enhanced Services Div. (CA) Centigram <i>Agent Name:</i> <i>Owner Name:</i> Centigram Communications Corporation	629,661 12-May-1994		629,661 04-Mar-1996 <i>Attorney(s):</i> GSW <i>Division Ref:</i> 009767-0009-007 <i>Agent Ref:</i>	Registered 12-May-2004



CENTIGRAM

349/01  
Benelux  
77,368  
17-May-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

556,301  
17-May-1994  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-218  
**Agent Ref:**  
Registered  
17-May-2004

CENTIGRAM

349/01  
Brazil  
817484175  
31-Aug-1993  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

817484175  
19-Dec-1995  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-037  
**Agent Ref:**  
Registered  
19-Dec-2005

CENTIGRAM

349/01  
Canada  
824,293  
26-Sep-1996  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

479,600  
05-Aug-1997  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-001  
**Agent Ref:**  
Registered  
05-Aug-2012

CENTIGRAM

349/01  
Chile  
281,206  
29-Jul-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

443,833  
21-Apr-1995  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-010  
**Agent Ref:**  
Registered  
21-Apr-2005

CENTIGRAM

349/01  
China  
94052746  
07-Jun-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

852,539  
07-Jul-1996  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-146  
**Agent Ref:**  
Registered  
07-Jul-2006

CENTIGRAM

349/01  
Colombia  
94032301  
25-Jul-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

168,418  
29-Nov-1994  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-026  
**Agent Ref:**  
Registered  
29-Nov-2004

TRADEMARK

REEL: 002912 FRAME: 0621

CENTIGRAM

349/01 France  
Class(es): 94/521,141  
20-May-1994  
Division: ISG-Enhanced Services Div. (CA) Centigram  
Agent Name: Centigram Communications Corporation  
Owner Name: Centigram Communications Corporation

Registered 94/521,141  
20-May-2004  
Attorney(s): GSW  
Division Ref: 009767-0009-004  
Agent Ref:

CENTIGRAM

349/01 Germany  
Class(es): C46897/9WZ  
17-May-1994  
Division: ISG-Enhanced Services Div. (CA) Centigram  
Agent Name: Centigram Communications Corporation  
Owner Name: Centigram Communications Corporation

Registered 2,908,990  
17-May-2004  
Attorney(s): GSW  
Division Ref: 009767-0009-003  
Agent Ref:

CENTIGRAM

349/01 Indonesia  
Class(es): H4HC.01-9553  
28-May-1994  
Division: ISG-Enhanced Services Div. (CA) Centigram  
Agent Name: Centigram Communications Corporation  
Owner Name: Centigram Communications Corporation

Registered 340,521  
28-May-2004  
Attorney(s): GSW  
Division Ref: 009767-0009-076  
Agent Ref:

CENTIGRAM

349/01 Italy  
Class(es): MI94C.004892  
20-May-1994  
Division: ISG-Enhanced Services Div. (CA) Centigram  
Agent Name: Centigram Communications Corporation  
Owner Name: Centigram Communications Corporation

Registered 696,007  
20-May-2004  
Attorney(s): GSW  
Division Ref: 009767-0009-005  
Agent Ref:

CENTIGRAM

349/01 Japan  
Class(es): 06-054150  
01-Jun-1994  
Division: ISG-Enhanced Services Div. (CA) Centigram  
Agent Name: Centigram Communications Corporation  
Owner Name: Centigram Communications Corporation

Registered 3,260,228  
24-Feb-2007  
Attorney(s): GSW  
Division Ref: 009767-0009-012  
Agent Ref:

CENTIGRAM

349/01 Korea, Republic of  
Class(es): 23335/94  
14-Jun-1994  
Division: ISG-Enhanced Services Div. (CA) Centigram  
Agent Name: Centigram Communications Corporation  
Owner Name: Centigram Communications Corporation

Registered 323,451  
06-Oct-2005  
Attorney(s): GSW  
Division Ref: 009767-0009-187  
Agent Ref:

TRADEMARK

REEL: 002912 FRAME: 0622

ENTIGRAM

349/01 96/15208  
Malaysia 17-Dec-1996  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-241  
**Agent Ref:**

ENTIGRAM

349/01 174,968  
Mexico 09-Aug-1993  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
09-Aug-2003

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-009  
**Agent Ref:**

ENTIGRAM

349/01 13655/96  
Singapore 23-Dec-1996  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
23-Dec-2006

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-055  
**Agent Ref:**

ENTIGRAM

349/01 94/4786  
South Africa 13-May-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
13-May-2004

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-147  
**Agent Ref:**

ENTIGRAM

349/01 1,908,433  
Spain 14-Jun-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
14-Jun-2004

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-054  
**Agent Ref:**

ENTIGRAM

349/01 85-051616  
Taiwan 11-Oct-1996  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
16-Nov-2007

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-185  
**Agent Ref:**

TRADEMARK

CENTIGRAM

349/01 Thailand 328,388 18-Feb-1997  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
18-Feb-2007

TM71105  
21-Apr-1998  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-131  
**Agent Ref:**

CENTIGRAM

349/01 United States of America 74/161,512 29-Apr-1991  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
21-Apr-2002

1,683,672  
21-Apr-1992  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-999  
**Agent Ref:**

CENTIGRAM

349/01 Venezuela 8617-94 30-Jun-1994  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending

**Attorney(s):** GSW  
**Division Ref:** 009767-0009-025  
**Agent Ref:**

CENTIGRAM

349/01 Viet Nam 31,431 11-Nov-1996  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Registered  
11-Nov-2006

26,286  
02-Feb-1998  
**Attorney(s):** GSW  
**Division Ref:** 009767-0009-189  
**Agent Ref:**

IMERGE

367/01 United States of America 75/921,734 17-Feb-2000  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending

**Attorney(s):** GSW  
**Division Ref:** 009767-0101-999  
**Agent Ref:**

IMESSAGE

368/01 United States of America 75/914,086 08-Feb-2000  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**

Pending

**Attorney(s):** GSW  
**Division Ref:** 009767-0102-999  
**Agent Ref:**

TRADEMARK

**Owner Name:** Centigram Communications Corporation

MOBILEGRAM

364/01 75/926,241  
United States of America 23-Feb-2000  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending

**Attorney(s):** GSW  
**Division Ref:** 009767-0098-999  
**Agent Ref:**

MYVIEW

370/01 75/926,242  
United States of America 23-Feb-2000  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending

**Attorney(s):** GSW  
**Division Ref:** 009767-0104-999  
**Agent Ref:**

ONETALK

357/01 75/192,399  
United States of America 04-Nov-1996  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending; Suspended

**Attorney(s):** GSW  
**Division Ref:** 009767-0067-999  
**Agent Ref:**

PERSON-TO-PERSON

336/01 74/169,346  
United States of America 23-May-1991  
**Class(es):** IC 038. US 104.  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** The Telephone Connection, Inc.

Registered  
13-Jun-2005

1,900,108  
13-Jun-1995  
**Attorney(s):** RJS  
**Division Ref:** TTCI  
**Agent Ref:**

TRADEMARK

PROSE

362/01 584,778  
Canada 27-May-1987  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Speech Plus, Inc.

Registered  
07-Oct-2003

345,984  
07-Oct-1988  
**Attorney(s):** GSW  
**Division Ref:** 009767-0076-001  
**Agent Ref:**

PROSE

362/01 73/634,481  
United States of America 09-Dec-1986  
**Class(es):**

Registered  
04-Aug-2007

1,450,516  
04-Aug-1987  
**Attorney(s):** GSW

**Division Ref:** 009767-0076-999  
**Agent Ref:**

**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

**SPEAKIT**

363/01 73/764,558 18-Nov-1988  
United States of America  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

1,545,266 27-Jun-1989  
Registered  
27-Jun-2009  
**Attorney(s):** GSW  
**Division Ref:** 009767-0078-999  
**Agent Ref:**

**UNIFIED INBOX**

369/01 75/921,735 17-Feb-2000  
United States of America  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending, Suspended  
**Attorney(s):** GSW  
**Division Ref:** 009797-0103-999  
**Agent Ref:**

**VOICEMEMO AND DESIGN-2**

346/01 74/162,219 29-Apr-1991  
United States of America  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

1,749,636 26-Jan-1993  
Registered  
26-Jan-2003  
**Attorney(s):** GSW  
**Division Ref:** 009767-0007-999  
**Agent Ref:**

**WATCHTOP**

366/01 75/914,088 08-Feb-2000  
United States of America  
**Class(es):**  
**Division:** ISG-Enhanced Services Div. (CA) Centigram  
**Agent Name:**  
**Owner Name:** Centigram Communications Corporation

Pending  
**Attorney(s):** GSW  
**Division Ref:** 009767-0100-999  
**Agent Ref:**

Mark	Country	Owner	Serial/Reg. No.	Status
MOBILEMANAGER	Bolivia	Centigram Communications Corporation (DE)	65553-C	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Brazil	Centigram Communications Corporation (DE)	819803936	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Chile	Centigram Communications Corporation (DE)	489,924	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Colombia	Centigram Communications Corporation (DE)	197,427	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Ecuador	Centigram Communications Corporation (DE)	DNPI-165098MICIP	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	El Salvador	Centigram Communications Corporation (DE)	2,272	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Guatemala	Centigram Communications Corporation (DE)	90,557	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Mexico	Centigram Communications Corporation (DE)	625,637	REGISTERED; ABANDONMENT INSTRUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Nicaragua	Centigram Communications Corporation (DE)	35,493	REGISTERED; ABANDONMENT INSTRUCTIONS SENT;

TRADEMARK

REEL: 002912 FRAME: 0627

					NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Panama	Centigram Communications Corporation (DE)	087117		REGISTERED; ABONDONMENT INSTUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Paraguay	Centigram Communications Corporation (DE)	197,494		REGISTERED; ABONDONMENT INSTUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Peru	Centigram Communications Corporation (DE)	34,467		REGISTERED; ABONDONMENT INSTUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Taiwan	Centigram Communications Corporation (DE)	790,497		REGISTERED; ABONDONMENT INSTUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Uruguay	Centigram Communications Corporation (DE)	292,442		REGISTERED; ABONDONMENT INSTUCTIONS SENT; NO REP. IS MADE AS TO VALIDITY
MOBILEMANAGER	Venezuela	Centigram Communications Corporation (DE)	000579/97		ABANDONED; NO REP. IS MADE AS TO VALIDITY



# NEWNET:

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ACCESSMANAGER	02316.0934/01 United States of America <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	74/617391 03-Jan-1995		1972001 30-Apr-1996 <i>Attorney(s):</i> 798 <i>Division Ref:</i> <i>Agent Ref:</i>	Registered 30-Apr-2006
CALEASERVER	02316.0921/01 European Community <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	1049964 22-Jan-1999			Pending 22-Jan-2009
CALEASERVER	02316.0921/01 Taiwan <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	88001959 18-Jan-1999		88001959 16-Jul-2000 <i>Attorney(s):</i> 798 <i>Division Ref:</i> <i>Agent Ref:</i>	Registered 16-Jul-2010
CALEASERVER	02316.0921/01 United States of America <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	75/616880 27-Jul-1998			Pending
CONNECT7	02316.0932/01 United States of America <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i>	75/265138 27-Mar-1997		2,469,929 7-17-01 <i>Attorney(s):</i> 798 <i>Division Ref:</i> <i>Agent Ref:</i>	Registered

TRADEMARK

REEL: 002912 FRAME: 0629

**Owner Name:** ADC Telecommunications, Inc.

NEWNET

02316.0933/01 1525757  
European Community 22-Feb-2000  
**Class(es):** 9  
**Division:** ISG-Enhanced Services Div. (CT) NewNet  
**Agent Name:**  
**Owner Name:** ADC Telecommunications, Inc.

Pending

**Attorney(s):** 728  
**Division Ref:**  
**Agent Ref:**

NEWNET

02316.0933/01 2223193  
United Kingdom 22-Feb-2000  
**Class(es):** 9  
**Division:** ISG-Enhanced Services Div. (CT) NewNet  
**Agent Name:**  
**Owner Name:** ADC Telecommunications, Inc.

Pending

**Attorney(s):** 798  
**Division Ref:**  
**Agent Ref:**

NEWNET

02316.0933/01 74/591254  
United States of America 27-Oct-1994  
**Class(es):** 9  
**Division:** ISG-Enhanced Services Div. (CT) NewNet  
**Agent Name:**  
**Owner Name:** ADC Telecommunications, Inc.

Registered  
31-Dec-2006

2027586  
31-Dec-1996

**Attorney(s):** 798  
**Division Ref:**  
**Agent Ref:**

Mark: NEWNET SG  
Owner: ADC Telecommunications, Inc.  
Serial No.: 76/318,196  
Filed: September 26, 2001  
Merchant & Gould File No.: 2316.1608-US-01

Mark: NEWNET SGC  
Owner: ADC Telecommunications, Inc.  
Serial No.: 76/318,193  
Filed: September 26, 2001  
Merchant & Gould File No.: 2316.1609-US-01

TRADEMARK