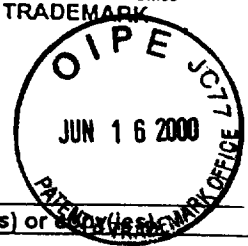


07-24-2000



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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or a copy thereof.

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
07 20 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

07/20/99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

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07/21/2000 MTHAI1 00000217 75422709

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

BREWSTER TAYLOR

Name of Person Signing

Signature

JUNE 16, 2000

Date Signed

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of July 20, 1999 (the "*Agreement Date*") by and among SYMANTEC CORPORATION, a Delaware corporation ("*Symantec*"), UNIFIED RESEARCH LABORATORIES, INC., a Virginia corporation ("*URLabs*"), and all of the security holders of URLabs (each a "*Shareholder*," and collectively, the "*Shareholders*"). The names and addresses of each Shareholder, and the shares of URLabs Stock owned by each Shareholder, are set forth on Exhibit A attached hereto.

RECITALS

- A. The Shareholders now own, and will own as of the Closing Date (as defined below) all of the URLabs Stock (as defined below).
- B. The parties intend that, subject to the terms and conditions of this Agreement, Symantec will purchase one hundred percent (100%) of the URLabs Stock from the Shareholders in exchange for an aggregate cash purchase price of \$38,800,000, subject to reduction as provided in Section 2.5 below and subject to the withholding of a portion of such funds in escrow as provided in Section 2.4 below, so that Symantec shall acquire and own, as of the Closing Date, all of the issued and outstanding stock and other securities of URLabs and all rights to acquire any stock or other securities of URLabs.
- C. The representations and warranties of URLabs and the Shareholders herein are a material inducement to Symantec to enter into this Agreement.
- D. The parties acknowledge that the purchase of the URLabs Stock as provided herein is not intended to be, and will not be, a tax-free transaction.

NOW, THEREFORE, the parties hereby agree as follows:

1. **CERTAIN DEFINITIONS.** As used in this Agreement, the following terms will have the meanings set forth below:
- 1.1 "**Basic Escrow Amount**" is defined in Section 2.4.
 - 1.2 "**Closing**" is defined in Section 2.3.
 - 1.3 "**Closing Date**" is defined in Section 2.3.
 - 1.4 "**Convertible Debentures**" means all of the 5-Year 8% convertible subordinated debentures of URLabs due 9/1/2001 that were ever issued or outstanding.
 - 1.5 "**Escrow Agent**" is defined in Section 2.4.

1.6 “*Escrow Amount*” is defined in Section 2.2

1.7 “*Former Debenture Holders*” means those Shareholders who are listed in Exhibit B attached hereto, who formerly owned the Convertible Debentures in the respective amounts set forth opposite their names in Exhibit B.

1.8 “*General Shareholder*” means a Shareholder who is not a Principal Shareholder.

1.9 “*Key Employees*” are those individuals who are employees of URLabs and who are named on Exhibit C attached hereto.

1.10 “*knowledge*” when used with reference to the representations and warranties of URLabs contained in this Agreement, includes without limitation the collective knowledge of the Principal Shareholders.

1.11 A Shareholder’s “*Percentage Interest*” means, with respect to each Shareholder, the percentage of the total amount of URLabs Stock owned by all the Shareholders that is owned by such Shareholder. Each Shareholder’s Percentage Interest is set forth opposite such Shareholder’s name on Exhibit A under the column titled “Percentage Interest”.

1.12 “*Principal Shareholders*” means those Shareholders named on Exhibit D attached hereto (each of whom is individually referred to herein as a “*Principal Shareholder*”).

1.13 “*Purchase Price*” means Thirty-Eight Million Eight Hundred Thousand Dollars (\$38,800,000) in cash, as such amount may be reduced in accordance with Section 2.5.

1.14 “*Shareholder Ancillary Agreements*” means, collectively, the Escrow Agreement, the Stock Powers, IRS Form W-8 or Form W-9 and each other agreement, certificate or document (other than this Agreement) which a Shareholder is to enter into as a party thereto, or is to otherwise execute and deliver, pursuant to or in connection with this Agreement.

1.15 “*Special Escrow Amount*” is defined in Section 2.4.

1.16 “*Spyglass Patent*” means U.S. Patent No. 5,884,033 issued March 16, 1999.

1.17 “*URLabs Ancillary Agreements*” means, collectively, each agreement, certificate or document (other than this Agreement) which URLabs is to enter into as a party thereto, or is to otherwise execute and deliver, pursuant to or in connection with this Agreement.

1.18 “*URLabs Certificates*” means the share certificates and any other documents representing the URLabs Stock.

1.19 “*URLabs Derivative Securities*” means, collectively: (a) any warrant, option, right (including without limitation preemptive rights) or other security that entitles the holder thereof to purchase or otherwise acquire any shares of the capital stock of URLabs (collectively, “*URLabs Stock Rights*”); (b) any note, debenture, evidence of indebtedness, stock or other security of URLabs that is convertible into or exchangeable for any shares of the capital stock of URLabs of

any class or series or any URLabs Stock Rights (each, a “*URLabs Convertible Security*”); and (c) any warrant, option, right, note, evidence of indebtedness, stock or other security that entitles the holder thereof to purchase or otherwise acquire any URLabs Stock Rights or any URLabs Convertible Security.

1.20 “*URLabs Stock*” means all of the issued and outstanding shares of the capital stock of URLabs of all classes and series, including without limitation all shares of URLabs Class A Common Stock and URLabs Class B Non-Voting Common Stock and all URLabs Derivative Securities.

1.21 “*Symantec Ancillary Agreements*” means, collectively, the Escrow Agreement and each other agreement, certificate or document (other than this Agreement) which Symantec is to enter into as a party thereto, or is to otherwise execute and deliver, pursuant to or in connection with this Agreement.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Section 1 shall have the meanings assigned to such terms in this Agreement.

2. SALE AND PURCHASE OF THE TRINITY STOCK

2.1 Sale and Delivery of the URLabs Stock. Subject to the terms and conditions of this Agreement, at the Closing, each of the Shareholders hereby agrees to sell, assign, transfer and convey to Symantec, and Symantec agrees to purchase, all URLabs Stock owned by such Shareholder as of the Closing and all right, title and interest thereto in exchange for Symantec’s payment to such Shareholder of such Shareholder’s respective portion of the consideration specified in Section 2.2 below. Each Shareholder agrees to deliver to Symantec at the Closing all the URLabs Certificates representing all URLabs Stock owned by such Shareholder at the Closing, accompanied by a stock power (or similar assignment document for URLabs Derivative Securities) for each such URLabs Certificate, duly executed in blank by the duly registered owner(s) of the URLabs Stock represented by such URLabs Certificate, in substantially the form of Exhibit E attached hereto (the “*Stock Power*”). The sale by the Shareholders of the URLabs Stock to Symantec and Symantec’s purchase of all the URLabs Stock from the Shareholders pursuant to this Agreement is sometimes hereinafter referred to as the “*Purchase Transaction*”.

2.2 Payment of the Purchase Price.

(a) Total Amounts Payable at Closing. Subject to the terms and conditions of this Agreement, in consideration of the sale and delivery to Symantec of all the URLabs Stock in accordance with this Agreement at the Closing, Symantec hereby agrees to: (i) pay to the Shareholders in the aggregate at the Closing (in accordance with Section 2.2(b) below) a total amount equal to the Purchase Price, as reduced pursuant to Section 2.5, if applicable, minus the Basic Escrow Amount and minus the Special Escrow Amount (such total net amount being referred to herein as the “*Closing Payment*”); and (ii) pay to the Escrow Agent at the Closing an amount equal to the sum of the Basic Escrow Amount plus the Special Escrow Amount (the Basic Escrow Amount and the Special Escrow Amount being sometimes collectively referred to herein as the “*Escrow Amount*”). The foregoing payments shall be made by delivery of cash payable by wire transfer, check or other form of immediately available funds (and, in the case of the payment of the

Closing Payment to be made to the Shareholders pursuant to this Section, shall be made as provided in Section 2.2(c) below).

(b) Payments to Each Shareholder at Closing. At the Closing, the Closing Payment shall be allocated among and paid to each of the Shareholders so that each Shareholder shall then be paid the amount which is set forth opposite such Shareholder's name on Exhibit A under the column titled "Share of Closing Payment" (subject to any pro rata reduction of such payment required by the provisions of Section 2.5). The amount to be paid to each Shareholder under this Section 2.2(b) represents: (i) in the case of each General Shareholder, an amount equal to such Shareholder's Percentage Interest of the Purchase Price minus an amount equal to such Shareholder's Percentage Interest of the Basic Escrow Amount; and (ii) in the case of each Principal Shareholder, an amount equal to such Shareholder's Percentage Interest of the Purchase Price minus the sum of (A) such Principal Shareholder's Percentage Interest of the Basic Escrow Amount plus (B) \$166,666.67 (representing one-sixth (1/6) of the Special Escrow Amount).

(c) Mechanics of Closing Payment; Release. Each Shareholder agrees with Symantec that, at the Shareholders' request, the entire Closing Payment shall be paid by Symantec to the Shareholders by a wire transfer payment made to the Trust Account (as defined below). As used herein, the term "**Trust Account**" means the following trust account of the law firm of Williams, Mullen, Clark & Dobbins, P.C.: Credit Account, Clark & Stant, P.C., General Trust Account # 080 110 8573, Receiving Bank: Wachovia Bank, NA, Pembroke Branch, Virginia Beach, Virginia; ABA # 051000253. AS A MATERIAL INDUCEMENT AND CONSIDERATION TO SYMANTEC TO PAY THE CLOSING PAYMENT AS PROVIDED HEREIN, EACH SHAREHOLDER HEREBY AGREES WITH SYMANTEC THAT, UPON SYMANTEC'S PAYMENT OF THE CLOSING PAYMENT TO THE TRUST ACCOUNT: (i) SYMANTEC SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED ALL ITS OBLIGATIONS TO PAY TO SUCH SHAREHOLDER THE PORTION OF THE CLOSING PAYMENT THAT IS PAYABLE TO SUCH SHAREHOLDER UNDER THIS AGREEMENT, AND (ii) SYMANTEC SHALL BE FULLY AND IRREVOCABLY RELEASED OF ITS OBLIGATION TO PAY TO SUCH SHAREHOLDER THE PORTION OF THE CLOSING PAYMENT PAYABLE TO SUCH SHAREHOLDER UNDER THIS AGREEMENT, AND SUCH SHAREHOLDER ACKNOWLEDGES AND AGREES THAT SUCH SHAREHOLDER SHALL LOOK SOLELY AND EXCLUSIVELY TO THE LAW FIRM OF WILLIAMS, MULLEN, CLARK & DOBBINS, P.C., 900 ONE COLUMBUS CENTER, VIRGINIA BEACH, VIRGINIA 23462, FOR PAYMENT OF THE PORTION OF THE CLOSING PAYMENT THAT IS PAYABLE TO SUCH SHAREHOLDER UNDER THIS AGREEMENT.

2.3 The Closing. The consummation of the Purchase Transaction pursuant to this Agreement (the "**Closing**") will take place at the offices of Fenwick & West LLP on July 20, 1999, at 10:00 a.m. PDT, or at such other place or on such other date and/or time as Symantec and URLabs shall agree in writing (such date, the "**Closing Date**"). Failure to consummate the Purchase Transaction on the Closing Date shall not result in the termination of this Agreement and shall not relieve any party hereto of any obligation hereunder except as otherwise provided in Section 10.

2.4 Escrow Agreement; Withholding and Allocation of Escrow Amount. At the Closing, Symantec shall withhold the amount of Two Million Five Hundred Thousand Dollars

(\$2,500,000) (the "**Escrow Amount**") from the Purchase Price and will pay and deliver the Escrow Amount to State Street Bank and Trust Company or a similar institution, as escrow agent (the "**Escrow Agent**"). Of the Escrow Amount:

(a) a total of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "**Basic Escrow Amount**") will be withheld from all Shareholders (with the portion thereof to be withheld from each Shareholder being that amount set forth opposite such Shareholder's name on Exhibit A under the column titled "Spyglass Escrow") and paid to and held by the Escrow Agent pursuant to an Escrow Agreement by and among Symantec, the Shareholders, the Escrow Agent and Warren Representative LLC, a Virginia limited liability company (the "**Representative**") in substantially the form of Exhibit F-1 to secure the indemnification obligations of all the Shareholders under Section 12.3 (the "**Section 12.3 Escrow Agreement**"); and

(b) a total of One Million Dollars (\$1,000,000) (the "**Special Escrow Amount**") will be withheld from all the Principal Shareholders (but not from any of the General Shareholders) (with the portion thereof to be withheld from each Principal Shareholders in an equal amount, being that amount set forth opposite such Principal Shareholder's name on Exhibit A under the column entitled "Humphrey Escrow") and paid to and held by the Escrow Agent pursuant to an Escrow Agreement by and among Symantec, the Principal Shareholders, the Escrow Agent and the Representative in substantially the form of Exhibit F-2 attached hereto, to secure the indemnification obligations of the Principal Shareholders under Section 12.4. (the "**Section 12.4 Escrow Agreement**").

2.5 **Purchase Price Adjustment.** If the Net Worth (as defined below) of URLabs as of July 19, 1999 was less than zero dollars (\$0.00), then the Purchase Price shall be decreased (dollar for dollar) by an amount by which the Net Worth of URLabs as of July 19, 1999 was less than zero dollars (\$0.00) (such amount being hereinafter referred to as the "**Net Worth Shortfall**"), and the amount of the Closing Payment due and payable to the Shareholders pursuant to Section 2.2 above shall be correspondingly reduced by an amount equal to the Net Worth Shortfall. The "**Net Worth**" of URLabs as of July 19, 1999 shall equal URLabs' total assets determined in accordance with United States generally accepted accounting principles ("**GAAP**") as of July 19, 1999, minus URLabs' total liabilities determined in accordance with GAAP as of such date (which liabilities shall include a reserve in the amount of Four Hundred Thirty Thousand Dollars (\$430,000) for claims of the type described in Section 12.4 (the "**12.4 Reserve**") but shall exclude both current and non-current deferred income). The Net Worth of URLabs as of July 19, 1999 shall be calculated by reference to the unaudited balance sheet of URLabs as of such July 19, 1999 prepared by URLabs in accordance with GAAP (except for the omission of notes and year-end audit adjustments) (the "**Closing Balance Sheet**"). The Closing Balance Sheet has been certified as true and correct by the Chief Executive Officer of URLabs and delivered to Symantec at least one (1) day prior to the Closing. The Closing Balance Sheet has been prepared in the same format at the March 31, 1999 balance sheet of URLabs described in Section 4.8. URLabs' Net Worth shall not be increased or decreased by virtue of any of the cash payments to be made by Symantec to certain employees of URLabs pursuant to Section 11, and shall be decreased by the 12.4 Reserve as provided above. Any Convertible Debentures that were entirely terminated and converted into URLabs Stock on or before July 20, 1999 may be reflected on the Closing Balance Sheet as equity and not liabilities. The

parties acknowledge and agree that URLabs' Net Worth as of July 19, 1999 was not less than zero dollars (\$0.00).

2.6 Further Assurances. If, at any time after the Closing, Symantec considers or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate or perfect the Purchase Transaction as contemplated hereby or any of the other transactions contemplated hereby or to carry out the purposes and intent of this Agreement, then Symantec, URLabs and their respective officers and directors may, and each Shareholder requested to do so by Symantec shall, promptly execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things necessary or desirable to consummate or perfect the sale and transfer of the URLabs Stock to Symantec as contemplated hereby and any of the other transactions contemplated hereby and to carry out the purposes and intent of this Agreement, in the name of URLabs or otherwise.

2.7 Waiver and Release. Each of the Shareholders hereby disclaims, waives and releases all right, title and interest in and to (of record or beneficially), and any claims (legal or equitable) to, any and all URLabs Stock and any and all URLabs Derivative Securities (including but not limited to any Convertible Debentures), other than to the shares of URLabs Stock listed opposite such Shareholder's name on Exhibit A. Each of the Shareholders hereby releases Symantec and URLabs from any and all debts, liabilities, obligations, claims and causes of action which such Shareholder now has, ever has had, or ever claims to have had, that are based on, related to or arising from (a) ownership of any right, title and interest in and to any URLabs Stock or any URLabs Derivative Securities (including but not limited to any Convertible Debentures), (b) rights to equity ownership of URLabs or equity interests in URLabs; (c) rights to equity based appreciation in the value of URLabs; (d) any other legal, economic or beneficial interest in URLabs or its business; (e) any right such Shareholder may have had to exercise any preemptive right, right of first refusal or similar rights, voting rights or registration rights of any kind and/or any right or rights arising under any of the agreements described in Section 9.14; and/or (e) any promises, covenants, contracts or representations with respect to the matters referred to in clauses (a), (b), (c), (d) or (e) above, other than the shares URLabs Stock listed opposite such Shareholder's name on Exhibit A.

3. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

3.1 By All Shareholders. Each of the Shareholders hereby represents and warrants to Symantec (which representations and warranties shall survive the Closing for a period of one (1) year after the Closing) that all the statements set forth below in this Section 3.1 are true, correct and complete as of the Agreement Date and will be true, correct and complete as of the Closing Date:

(a) Organization of Certain Shareholders. If such Shareholder is a corporation, partnership, limited liability company, trust or other entity, such Shareholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and the individual signing this Agreement and/or any of the Shareholder Ancillary Agreements on behalf of such Shareholder is a duly authorized representative of such Shareholder who has valid

authority to execute and deliver this Agreement and such Shareholder Ancillary Agreements on behalf of such Shareholder.

(b) Authorization of Transactions. Such Shareholder has full power, capacity and authority (including, if such Shareholder is a corporation, full corporate power and authority) to execute and deliver this Agreement and the Shareholder Ancillary Agreements, and to perform its obligations hereunder and thereunder. This Agreement and the Shareholder Ancillary Agreements are, or when executed by the Shareholder will be, valid and binding obligations of such Shareholder, enforceable against such Shareholder in accordance with their respective terms, subject to the effect, if any, of (a) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (b) rules of law governing specific performance, injunctive relief and other equitable remedies. Such Shareholder is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of, any government or governmental agency in order to consummate the Purchase Transaction or any of the other transactions contemplated by this Agreement and the Shareholder Ancillary Agreements except such as have already been given, obtained or made.

(c) URLabs Stock. Such Shareholder owns of record and beneficially, and has good, valid and marketable title to, all of the shares of URLabs Stock in the amount set forth opposite such Shareholder's name on Exhibit A, free and clear of any restrictions on transfer, taxes, security interests, liens, pledges, mortgages, charges, encumbrances, options, warrants, purchase rights, contracts, commitments, calls, equities, claims and demands. Such Shareholder does not own, of record or beneficially, any URLabs Stock except as specified in Exhibit A, and such Shareholder does not own, of record or beneficially, any URLabs Derivative Securities (including any Convertible Debentures). Except as set forth in Section 4.3.3 of the URLabs Disclosure Letter with respect to the agreements described in Section 9.14, such Shareholder is not a party to any option, warrant, purchase right, or other contract or commitment that could require such Shareholder to encumber, sell, transfer or otherwise dispose of, or entitle such Shareholder to purchase or otherwise acquire, any capital stock of URLabs (other than this Agreement). Such Shareholder is not a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any capital stock of URLabs or the registration of any shares of capital stock of URLabs. Such Shareholder is not a party to or bound by, and is not aware of, any agreement or understanding regarding the payment of any commissions, fees or expenses of any investment banker, broker or finder in connection with the origin, negotiation or execution of this Agreement, the Purchase Transaction or in connection with the transactions contemplated hereby that would obligate Symantec to pay any such commissions, fees or expenses.

3.2 By the Principal Shareholders. Each of the Principal Shareholders hereby represents and warrants to Symantec (which representations and warranties shall survive the Closing for a period of one (1) year after the Closing) that all the statements set forth below in Sections 4.3.1 and 4.3.2 and, to the knowledge of the Principal Shareholders, all the statements set forth in Section 4.3.3 below with respect to the agreements described in Section 9.14, are true, correct and complete as of the Agreement Date and will be true, correct and complete as of the Closing Date.

3.3 By the Former Debenture Holders. In addition to any other representations and warranties made by such Shareholder in this Agreement, each Shareholder who is listed as a

Former Debenture Holder in Exhibit B represents and warrants to Symantec that as of no later than immediately prior to the Closing, such Former Debenture Holder shall have terminated and canceled all indebtedness of URLabs under, all Convertible Debentures ever owned by such Former Debenture Holder and entirely converted all outstanding indebtedness under all Convertible Debentures ever owned by such Debenture Shareholder into the number and class of shares of URLabs Stock specified opposite such Former Debenture Holder's name in Exhibit A.

4. REPRESENTATIONS AND WARRANTIES OF TRINITY

URLabs hereby represents and warrants to Symantec (which representations and warranties shall not survive the Closing) that the statements set forth below in this Section 4 are true, correct and complete as of the Agreement Date and will be true, correct and complete as of the Closing Date, except as is otherwise expressly set forth in a letter addressed to Symantec from URLabs dated the Agreement Date executed and delivered by URLabs to Symantec concurrently with URLabs' execution and delivery of this Agreement (the "**URLabs Disclosure Letter**"), which statements in such URLabs Disclosure Letter shall be deemed to be representations and warranties made by URLabs under this Section 4:

4.1 Organization and Good Standing. URLabs is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. URLabs has the corporate power and authority to own, operate and lease its properties and to carry on its business as now conducted and as proposed to be conducted, and is duly qualified to transact business as a foreign corporation in each jurisdiction in which its failure to be so qualified would have a Material Adverse Effect on URLabs. As used in this Agreement, the term "**Material Adverse Effect**" when used with reference to URLabs means any event, change or effect that is (or will with the passage of time be) materially adverse to URLabs' condition (financial or otherwise), properties, assets, liabilities, business, operations or results of operations.

4.2 Power, Authorization and Validity.

4.2.1 URLabs has the right, power, legal capacity and authority to enter into, execute, deliver and perform its obligations under this Agreement and all URLabs Ancillary Agreements and URLabs has all requisite corporate power and authority to consummate all of the transactions contemplated by this Agreement and by all URLabs Ancillary Agreements. The execution, delivery and performance of this Agreement and each of the URLabs Ancillary Agreements by URLabs have been duly and validly approved and authorized by all necessary corporate action on the part of URLabs' Board of Directors and shareholders.

4.2.2 No filing, authorization, consent, approval or order, governmental or otherwise, is necessary or required to be made or obtained by URLabs to enable URLabs and the Shareholders to lawfully enter into, and to perform their respective obligations under, this Agreement, the URLabs Ancillary Agreements, and the Shareholder Ancillary Agreements.

4.2.3 This Agreement and the URLabs Ancillary Agreements are, or when executed by URLabs will be, valid and binding obligations of URLabs enforceable in accordance with their respective terms, subject to the effect, if any, of (a) applicable bankruptcy and other

similar laws affecting the rights of creditors generally and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

4.3 Capitalization of URLabs.

4.3.1 Outstanding Stock. The authorized capital stock of URLabs consists entirely of 18,000 shares of Class A Common Stock, no par value per share, of which a total of 1,818 shares are issued and outstanding, and 2,000 shares of Class B Non-Voting Common Stock, no par value per share, of which a total of 235 shares are issued and outstanding (such Class A Common Stock and Class B Non-Voting Common Stock are referred to collectively as the "**Common Stock**"), all of which shares are now owned and held (and all of which shares will at the Closing be owned and held) only by the Shareholders listed on Exhibit A in the respective amounts of each such class of Common Stock (as applicable) shown for each such Shareholder on Exhibit A. No other shares of the capital stock of URLabs are (or will at Closing be) authorized, issued or outstanding. No fractional shares of URLabs Stock are (or will at Closing be) issued or outstanding. All issued and outstanding shares of URLabs Stock have been duly authorized and validly issued, are fully paid and nonassessable, are not subject to any claim, lien, preemptive right, or right of rescission, and have been offered, issued, sold and delivered by URLabs (and, if applicable, transferred) in compliance with all registration or qualification requirements (or applicable exemptions therefrom) of the Securities Act of 1933, as amended (the "**1933 Act**") and all other applicable securities laws, URLabs' Articles of Incorporation, Bylaws and other charter documents and all agreements to which URLabs or any Shareholder is a party. URLabs has no liability for any dividends accrued but unpaid.

4.3.2 No Options, Warrants or Rights. As of the Agreement Date there are no Convertible Debentures or any other URLabs Derivative Securities outstanding and as of the Closing date there will be no Convertible Debentures or any other URLabs Derivative Securities outstanding. Without limiting the foregoing, there are no options, warrants, convertible notes, convertible debentures, or other convertible securities, calls, commitments, conversion privileges, preemptive rights or other rights or agreements outstanding to purchase or otherwise acquire (whether directly or indirectly) any shares of URLabs' authorized but unissued capital stock or any securities convertible into or exchangeable for any shares of URLabs' capital stock or obligating URLabs to grant, issue, extend, or enter into, any such option, warrant, convertible note, convertible debenture or other convertible security, call, commitment, conversion privilege, preemptive right or other right or agreement, and at the Closing no such securities (including without limitation the Convertible Debentures) shall be outstanding or owned by any person or entity. No person or entity holds or has any option, warrant or other right to purchase or otherwise acquire any issued and outstanding shares of the capital stock of URLabs from any record or beneficial holder of shares of the capital stock of URLabs. No shares of URLabs Stock are reserved for issuance under any stock purchase, stock option or other benefit plan.

4.3.3 No Voting Arrangements or Registration Rights. There are no voting agreements, voting trusts, rights of repurchase, rights of first refusal or other restrictions (other than normal restrictions on transfer under applicable securities laws) applicable to any of URLabs' outstanding securities or to the sale of any shares of URLabs Stock to Symantec hereunder.

URLabs is not under any obligation to register under the 1933 Act or under any other securities law, any of its presently outstanding securities or any securities that may be subsequently issued.

4.4 No Subsidiaries. URLabs has no subsidiaries and no interest, direct or indirect, in any corporation, partnership, limited liability company, joint venture or other business entity.

4.5 No Violations. Neither the execution and delivery of this Agreement or any URLabs Ancillary Agreement, nor the consummation of the Purchase Transaction or any of the other transactions contemplated hereby or thereby, nor URLabs' discussion or negotiation with Symantec of the Purchase Transaction or any of the other transactions contemplated hereby, will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach, impairment or violation of: (i) any provision of the Articles of Incorporation, Bylaws or other charter documents of URLabs as currently in effect; (ii) to URLabs' knowledge, any federal, state, local or foreign judgment, writ, decree, order, statute, rule or regulation applicable to URLabs or its assets or properties; or (iii) any URLabs Material Agreement (as defined in Section 4.11). The consummation by URLabs of the transactions contemplated by this Agreement and any URLabs Ancillary Agreement will not require the consent of any third party other than the execution and delivery of this Agreement by the Shareholders who are parties to this Agreement and no agreement to which URLabs is a party or to which any of its assets is bound requires that any other party thereto consent to the Purchase Transaction or any of the other transactions contemplated by this Agreement or any URLabs Ancillary Agreement, whether as a condition to the assignment or transfer of such agreement, or otherwise.

4.6 Litigation. There is no action, suit, arbitration, mediation, proceeding, claim or investigation pending against URLabs (or against any officer or director of URLabs or, to the best of the knowledge of URLabs, against any employee or agent of URLabs, in their capacity as such or relating to their employment, services or relationship with URLabs) before any court, administrative agency or arbitrator, nor, to the best of URLabs' knowledge, has any such action, suit, proceeding, arbitration, mediation, claim or investigation been threatened. To URLabs' knowledge, there is no basis for any person, firm, corporation or other entity, to assert a claim against URLabs or Symantec based upon: (a) URLabs' entering into this Agreement or consummating the transactions contemplated hereby; (b) any claims of ownership, rights to ownership, or options, warrants or other rights to acquire ownership, of any URLabs Stock or URLabs Derivative Securities; or (c) any rights as a URLabs shareholder, including rights to notice or to vote. There is no judgment, decree, injunction, rule or order of any governmental entity or agency, court or arbitrator outstanding against URLabs.

4.7 Taxes. URLabs has: (a) timely filed all national, state, local and foreign tax returns required to be filed by it; (b) timely paid all taxes required to be paid by it in respect of all periods for which returns have been filed; (c) has timely withheld and paid to the appropriate taxing authorities all taxes and other payments required to be withheld by URLabs from salaries and other compensatory payments paid or payable by URLabs to employees or other service providers paid or payable by URLabs; (d) established an adequate accrual or reserve for the payment of all taxes payable in respect of the periods subsequent to the periods covered by the most recent applicable tax returns; (e) timely made all necessary estimated tax payments; and (f) no material liability for taxes

in excess of the amount so paid or accruals or reserves so established. URLabs is not delinquent in the payment of any tax or in the filing of any tax returns, and no deficiencies for any tax or any penalties or interest charges have been threatened, claimed, proposed or assessed against URLabs. URLabs has not received any notification that any issues have been raised (and are currently pending) by any taxing authority (including but not limited to any income, franchise, sales or use tax authority) regarding URLabs and no tax return of URLabs has ever been audited by any national, state, local or foreign taxing agency or authority. To URLabs' knowledge, no tax liens have been filed against any assets of URLabs. URLabs has not agreed to any extension or waiver of any statute of limitations governing when any taxing authority may seek to: (a) recover any payments for taxes from URLabs; or (b) audit any tax return or tax filing made by URLabs. URLabs: (a) is not a "personal holding company" within the meaning of Section 542 of the Internal Revenue Code of 1986, as amended (the "**Code**"); (b) is a "C" corporation as defined in the Code; (c) is not a "U.S. Real Property Holding Company" as defined in the Code; and (d) is not a "collapsible corporation" as defined in the Code and has not filed any election pursuant to Section 341 of the Code.

For the purposes of this Section, the terms "**tax**" and "**taxes**" include all national, state, local and foreign income, alternative or add-on minimum income, gains, franchise, excise, property, sales, use, employment, license, payroll (including any taxes or similar payments required to be withheld from payments of salary or other compensatory payments), ad valorem, stamp, occupation, recording, value added or transfer taxes, governmental charges, fees, customs duties, levies or assessments (whether payable directly or by withholding), and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax.

4.8 URLabs Financial Statements. URLabs was incorporated on January 24, 1996. URLabs' fiscal year ends on December 31. Attached as Schedule 4.8 to the URLabs Disclosure Letter are the following financial statements of URLabs: (a) the unaudited balance sheets of URLabs at December 31, 1996, 1997 and 1998 and the unaudited income statements of URLabs for the years ended December 31, 1996, 1997 and 1998 and the statements of shareholders' equity for the year ended December 31, 1996; and (b) URLabs' unaudited balance sheet at March 31, 1999 and URLabs' unaudited income statement for the three-month period ended March 31, 1999 (collectively, the "**URLabs Financial Statements**"). The URLabs Financial Statements are (a) in accordance with and accurately reflect the books and records of URLabs, (b) fairly present the financial condition of URLabs at the dates therein indicated and the results of operations for the periods therein specified and (c) have been prepared in accordance with GAAP applied on a consistent basis with prior periods except (solely as to the URLabs Financial Statements which are unaudited) for the absence of notes and year-end audit adjustments. URLabs has no material debt, liability or obligation of any nature (whether intercompany or owed to third parties), whether accrued, absolute, contingent or otherwise, and whether due or to become due, except for (i) those shown on its unaudited balance sheet dated March 31, 1999 included in the URLabs Financial Statements (the "**Balance Sheet**") and (ii) those that may have been incurred after March 31, 1999 (the "**Balance Sheet Date**") in the ordinary course of URLabs' business consistent with its past practice, and that are not material in amount, either individually or collectively. All reserves established by URLabs and set forth in the Balance Sheet are reasonably adequate. At the Balance Sheet Date, there were no material loss contingencies (as such term is used in United States

Statement of Financial Accounting Standards No. 5 issued by the Financial Accounting Standards Board in March 1975) which are not adequately provided for in the Balance Sheet as required by said Statement No. 5.

4.9 Title to Properties. Except as set forth in Section 4.9 to the URLabs Disclosure Letter, URLabs has good and marketable title to all of its assets (including but not limited to those shown on the Balance Sheet), free and clear of all liens, mortgages, security interests, claims, charges, restrictions or encumbrances. All machinery, vehicles, equipment and other tangible personal property included in such assets and properties are in good condition and repair, normal wear and tear excepted, and all leases of real or personal property to which URLabs is a party are fully effective and afford URLabs peaceful and undisturbed possession of the real or personal property that is the subject of the lease. To URLabs' knowledge, URLabs is not in violation of any zoning, building, safety or environmental ordinance, regulation or requirement or other law or regulation applicable to the operation of its owned or leased properties (the violation of which would have a Material Adverse Effect on its business), nor has URLabs received any notice of violation with which it has not complied. URLabs does not own any real property.

4.10 Absence of Certain Changes. Since the Balance Sheet Date, there has not been with respect to URLabs any:

(a) material adverse change in the condition (financial or otherwise), properties, assets, liabilities, businesses, operations, results of operations or prospects of URLabs;

(b) amendment or change in the Articles of Incorporation, Bylaws or other charter documents of URLabs;

(c) (i) incurrence, creation or assumption by URLabs of any mortgage, security interest, pledge, lien or other encumbrance on any of the assets or properties of URLabs or any material obligation or liability or any indebtedness for borrowed money; or (ii) issuance or sale of, or change with respect to the rights of, any debt or equity securities of URLabs or any options or other rights to acquire from URLabs, directly or indirectly, any debt or equity securities of URLabs (other than the issuance of the shares of URLabs' Class B Non-Voting Common Stock to Former Debenture Holders upon the conversion of the Convertible Debentures);

(d) payment or discharge of a lien or liability which lien or liability was not either reflected on the Balance Sheet or incurred in the ordinary course of business after the Balance Sheet Date;

(e) purchase, license, sale or other disposition, or any agreement or other arrangement for the purchase, license, sale or other disposition, of any of the assets, properties or goodwill of URLabs other than in the ordinary course of its business consistent with its past practice;

(f) damage, destruction or loss, whether or not covered by insurance, having (or likely with the passage of time to have) a Material Adverse Effect on URLabs;

(g) declaration, setting aside or payment of any dividend on, or the making of any other distribution in respect of, any of the capital stock of URLabs, any split, combination or recapitalization of the capital stock of URLabs or any direct or indirect redemption, purchase or other acquisition of any of the capital stock of URLabs or any change in any rights, preferences, privileges or restrictions of any outstanding security of URLabs;

(h) change or increase in the compensation payable or to become payable to any of the officers, employees, consultants or agents of URLabs, or any bonus or pension, insurance or other benefit payment or arrangement (including without limitation stock awards, stock appreciation rights or stock option grants) made to or with any of such officers, employees, consultants or agents except in connection with normal salary or performance reviews or otherwise in the ordinary course of business consistent with URLabs' past practice;

(i) change with respect to the management, supervisory or other key personnel of URLabs;

(j) obligation or liability incurred by URLabs to any of its officers, directors or shareholders except normal compensation and expense allowances payable to officers in the ordinary course of business consistent with URLabs' past practice;

(k) making of any loan, advance or capital contribution by URLabs to, or any investment by URLabs in, any officer, director or record or beneficial shareholder of URLabs or any business, firm or entity in which any such officer, director or shareholder has a material financial interest;

(l) entering into, amendment of, relinquishment, termination or non-renewal by URLabs of any contract, lease, transaction, commitment or other right or obligation other than in the ordinary course of URLabs' business consistent with its past practice or any written or oral indication or assertion by the other party thereto of any material problems with URLabs' services or performance under such contract, lease, transaction, commitment or other right or obligation or such other party's desire to so amend, relinquish, terminate or not renew any such contract, lease, transaction, commitment or other right or obligation;

(m) material change in the manner in which URLabs extends discounts or credits to its customers or otherwise deals with its customers;

(n) entering into by URLabs of any transaction, contract or agreement or the conduct of any business or operations other than in the ordinary course of its business consistent with its past practices;

(o) transfer or grant of a right under any URLabs IP Rights (as defined in Section 4.13 below), other than those transferred or granted in the ordinary course of URLabs' business consistent with URLabs' past practice; or

(p) agreement or arrangement made by URLabs to take any action which, if taken prior to the Agreement Date, would have made any representation or warranty of URLabs or the Shareholders set forth in this Agreement untrue or incorrect.

4.11 Contracts and Commitments. Section 4.11 to the URLabs Disclosure Letter sets forth a list of each of the following written or oral contracts, agreements, commitments or other instruments to which URLabs is a party or to which it or any of URLabs' assets or properties is bound:

- (a) consulting or similar agreement under which URLabs provides any advice or services to a customer of URLabs;
- (b) continuing contract for the future purchase, sale, license, provision or manufacture of products, material, supplies, equipment or services requiring payment to or from URLabs in an amount in excess of \$50,000 per annum which is not terminable on 90 days' or less notice without cost or other liability to URLabs or any contract in which URLabs has granted or received manufacturing rights, most favored customer pricing provisions or exclusive marketing rights relating to any product or services, group of products or services or territory;
- (c) contract providing for the acquisition of software by URLabs, for the development of software for or by URLabs, or the license of software to or by URLabs, which software is used or incorporated in any products currently distributed by URLabs or in any services currently provided by URLabs or is contemplated to be used or incorporated in any products to be distributed or services to be provided by URLabs;
- (d) joint venture or partnership agreement or any other agreement which has involved or is reasonably expected to involve a sharing of profits or losses;
- (e) contract or commitment for the employment of any officer, employee or consultant of URLabs or any other type of contract or understanding with any officer, employee or consultant of URLabs which is not immediately terminable by URLabs without cost or other liability;
- (f) indenture, mortgage, deed of trust, promissory note, loan agreement, guarantee or other agreement or commitment for the borrowing of money, for a line of credit or for a leasing transaction of a type required to be capitalized in accordance with United States Statement of Financial Accounting Standards No. 13 of the Financial Accounting Standards Board;
- (g) lease or other agreement under which URLabs is lessee of or holds or operates any items of tangible personal property or real property owned by any third party and under which payments to such third party exceed \$25,000 per annum;
- (h) agreement or arrangement for the sale or purchase of any assets, properties, services or rights having a value in excess of \$25,000, other than in the ordinary course of URLabs' business consistent with its past practice;
- (i) agreement which restricts URLabs from engaging in any aspect of its business or competing in any line of business in any geographic area;
- (j) URLabs IP Rights Agreement (as defined in Section 4.13 below);

(k) agreement relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any shares of URLabs Stocks or URLabs Derivative Securities;

(l) contract with or commitment to any labor union;

(m) any website hosting agreement; or

(n) other agreement, contract, commitment or instrument that is material to the business of URLabs or that involves a commitment by URLabs in excess of \$100,000.

A copy of each agreement or document required by the provisions of this Section to be listed on Section 4.11 to the URLabs Disclosure Letter (collectively, the "**URLabs Material Agreements**") has been delivered to Symantec. Except as provided in Section 4.11 of the URLabs Disclosure Letter, no consent or approval of any third party is required to ensure that, following the Closing, any URLabs Material Agreement shall continue to be in full force and effect without any breach or violation thereof caused by virtue of the transactions contemplated hereby.

4.12 No Default. URLabs is not in breach or default of, and has not breached or been in default of, any URLabs Material Agreement. URLabs does not have any material liability for renegotiation of government contracts or subcontracts, if any.

4.13 Intellectual Property.

4.13.1 URLabs owns, or has the irrevocable right to use, sell or license all Intellectual Property Rights (as defined below) necessary or required for the conduct of its business as presently conducted and as presently proposed by URLabs to be conducted (such Intellectual Property Rights being hereinafter collectively referred to as the "**URLabs IP Rights**"), and such rights to use, sell or license are sufficient to enable URLabs to conduct its business as presently conducted. URLabs is the legal and beneficial owner of all rights, including all patent, copyright, trademark and worldwide distribution rights, to those certain computer software programs, including all object code, source code, configurations, routines and algorithms contained therein with annotations and related documentation, known as, or marketed by URLabs under the names or marks, "*I-Gear*", "*Mail-Gear*", "*Eclipse*" and "*PowerAdmin*" and all other URLabs products that are currently distributed or under development, together with all alterations, modifications and reconfigurations thereof in all forms of expression, including but not limited to, the source code, object code, flowcharts, block diagrams, manuals and all other documentation no matter how stored, transmitted, read or utilized and all copyrights, trade secrets, patents, inventions (whether patentable or not), proprietary rights and intellectual property rights associated therewith (collectively the "**Software**"). The term "URLabs IP Rights" includes, without limitation, the Software. Any and all rights to the Software previously owned or held by third parties have been transferred to URLabs and are owned outright by URLabs, free and clear of any claims, liens, security interest, mortgages, encumbrances, "moral rights" or other obligations.

4.13.2 The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not constitute a material breach of or default under any instrument, contract, license or other agreement governing any URLabs IP Right

(collectively, the “*URLabs IP Rights Agreements*” and each a “*URLabs IP Rights Agreement*”) and will not cause the forfeiture or termination, or give rise to a right of forfeiture by URLabs of or termination of any of URLabs’ rights or interest in, any URLabs IP Right or materially impair the right of URLabs to use, sell, license, provide or otherwise commercially exploit any URLabs IP Right or any portion thereof. There are no royalties, honoraria, fees or other payments payable by URLabs to any person by reason of the ownership, use, license, sale, exploitation or disposition of any of the URLabs IP Rights.

4.13.3 Neither the manufacture, marketing, license, sale, furnishing or intended use of any product or service currently licensed, utilized, sold, provided or furnished by URLabs or currently under development by URLabs has violated or now violates any license or agreement between URLabs and any third party or infringes or misappropriates any Intellectual Property Right (as defined below) of any other party; and there is no pending or, to the best knowledge of URLabs and the Shareholders, threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of any URLabs IP Right nor, to the best knowledge of URLabs, is there any basis for any such claim, nor has URLabs received any notice asserting that any URLabs IP Right or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party, nor, to the best knowledge of URLabs, is there any basis for any such assertion. To the best knowledge of URLabs, no employee or agent of or consultant to URLabs is in violation of any term of any employment contract, patent disclosure agreement, noncompetition agreement, non-solicitation agreement or any other contract or agreement, or any restrictive covenant relating to the right of any such employee, agent or consultant to be employed thereby, or to use trade secrets or proprietary information of others, and the employment of such employees or engagement of such agents and consultants does not subject URLabs to any liability.

4.13.4 URLabs has taken reasonable and practicable steps, in accordance with prevailing industry standards, designed to protect, preserve and maintain the secrecy and confidentiality of all material URLabs IP Rights and all URLabs’ proprietary rights therein. All officers, employees, agents and consultants of URLabs having access to proprietary information have executed and delivered to URLabs an agreement regarding the protection of such proprietary information and the assignment of inventions to URLabs in the form provided to Symantec and copies of all such agreements, executed by all such persons, have been delivered to Symantec.

4.13.5 Section 4.13 to the URLabs Disclosure Letter contains a list of all worldwide applications, registrations, filings and other formal actions made or taken pursuant to federal, state and foreign laws by URLabs to secure, perfect or protect its interest in URLabs IP Rights, including, without limitation, all patents, patent applications, copyrights (whether or not registered), copyright registration applications, trademarks, service marks, Internet domain names and registrations thereof, and trade names (whether or not registered) and trademark, service mark and trade name applications.

4.13.6 As used herein, the term “*Intellectual Property Rights*” means, collectively, all worldwide industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade dress rights, trade names, service marks, service mark applications, Internet domain names and registrations

thereof, copyrights, copyright applications, "moral rights", mask work rights, mask work registrations, franchises, licenses, inventions, trade secrets, know-how, customer lists, proprietary processes and formulae, software source code and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

4.14 Compliance with Laws. URLabs has complied, and is now and at the Closing Date will be in compliance, in all material respects, with all applicable national, state, local or foreign laws, ordinances, regulations, and rules, and all orders, writs, injunctions, awards, judgments, and decrees applicable to URLabs or to URLabs' assets, properties, and business. URLabs holds all permits, licenses and approvals from, and has made all filings with, third parties, including government agencies and authorities, that are necessary in connection with URLabs' present business, except those where failure to do so would not have a Material Adverse Effect on URLabs.

4.15 Certain Transactions and Agreements. None of the officers, directors or shareholders of URLabs (nor any beneficiaries of any trust that is a shareholder), nor any member of their immediate families, has any direct or indirect ownership interest in any firm or corporation that competes with, or does business with, or has any contractual arrangement with URLabs (except with respect to any interest in less than one percent (1%) of the stock of any corporation whose stock is publicly traded). None of said officers, directors, employees or shareholders or any member of their immediate families, is directly or indirectly interested in any contract or informal arrangement with URLabs, except for normal compensation for services as an officer, director, employee or outside legal counsel thereof that have been disclosed to Symantec. None of said officers, directors, employees or shareholders or family members has any interest in any property, real or personal, tangible or intangible (including but not limited to any URLabs IP Rights or any other Intellectual Property Rights) that is used in or that pertains to the business of URLabs, except for the normal rights of a shareholder.

4.16 Employees, ERISA and Other Compliance.

4.16.1 To URLabs' knowledge, URLabs is in compliance in all material respects with all applicable laws, agreements and contracts relating to employment, employment practices, wages, hours, and terms and conditions of employment, including, but not limited to, employee compensation matters in each of the jurisdictions in which it conducts business. A list of all employees, officers and consultants of URLabs, their title, date of hire, employer entity and current compensation is set forth on Section 4.16.1 to the URLabs Disclosure Letter, which has been delivered to Symantec. URLabs does not have any employment contracts or consulting agreements currently in effect that are not terminable at will (other than agreements with the sole purpose of providing for the confidentiality of proprietary information or assignment of inventions).

4.16.2 URLabs (i) has never been, and to URLabs' knowledge is not now, subject to a union organizing effort, (ii) is not subject to any collective bargaining agreement with respect to any of its employees, (iii) is not subject to any other contract, written or oral, with any trade or labor union, employees' association or similar organization, and (iv) does not have any

current labor disputes. URLabs has good labor relations, and has no knowledge of any facts indicating that the consummation of the transactions contemplated hereby will have a Material Adverse Effect on such labor relations. To URLabs' knowledge, no key employee of URLabs intends to leave the employ of URLabs.

4.16.3 Except as disclosed in Section 4.16.4 to the URLabs Disclosure Letter URLabs does not have any "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"). URLabs has no pension plan which constitutes, or has since the enactment of ERISA constituted, a "multiemployer plan" as defined in Section 3(37) of ERISA. No URLabs pension plans are subject to Title IV of ERISA.

4.16.4 Section 4.16.4 to the URLabs Disclosure Letter lists each employment, severance or other similar contract, arrangement or policy, each "employee benefit plan" as defined in Section 3(3) of ERISA (if any) and each plan or arrangement (written or oral) providing for insurance coverage (including any self-insured arrangements), workers' benefits, vacation benefits, severance benefits, disability benefits, death benefits, hospitalization benefits, retirement benefits, deferred compensation, profit-sharing, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement insurance, compensation or benefits for employees, consultants or directors which is entered into, maintained or contributed to by URLabs and covers any employee or former employee or consultant or former consultant of URLabs. Such contracts, plans and arrangements as are described in this Section 4.16.4 are hereinafter collectively referred to as the "**URLabs Benefit Arrangements.**" Each URLabs Benefit Arrangement has been maintained in compliance in all material respects with its terms and with the requirements prescribed by any and all laws, statutes, orders, rules and regulations that are applicable to such URLabs Benefit Arrangement. URLabs has delivered to Symantec a complete and correct copy and summary description of each URLabs Benefit Arrangement.

4.16.5 There has been no amendment to, written interpretation or announcement (whether or not written) by URLabs relating to, or change in employee participation or coverage under, any URLabs Benefit Arrangement that would increase materially the expense of maintaining such URLabs Benefit Arrangement above the level of the expense incurred in respect thereof for URLabs' fiscal year ended December 31, 1998.

4.16.6 The group health plans (as defined in Section 4980B(g) of the Code) that benefit employees of URLabs are in compliance, in all material respects, with the continuation coverage requirements of Section 4980B of the Code as such requirements affect URLabs and its employees. As of the Closing Date, there will be no material outstanding, uncorrected violations under the Consolidation Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), with respect to any of the URLabs Benefit Arrangements, covered employees, or qualified beneficiaries that could result in a Material Adverse Effect on URLabs, or in a Material Adverse Effect on the business, operations or financial condition of Symantec as its successor. URLabs has provided, or shall have provided prior to the Closing, to individuals entitled thereto, all required notices and coverage pursuant to Section 4980B of COBRA, with respect to any "qualifying event" (as defined in Section 4980B(f)(3) of the Code) occurring prior to and including the Closing Date,

and no material amount payable on account of Section 4980B of the Code has been incurred with respect to any current or former employees of URLabs (or their beneficiaries).

4.16.7 No benefit payable or which may become payable by URLabs pursuant to any URLabs Benefit Arrangement or as a result of or arising under this Agreement shall constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code) which is subject to the imposition of an excise tax under Section 4999 of the Code or which would not be deductible by reason of Section 280G of the Code. URLabs is not a party to any (a) agreement (other than as described in (b) below) with any executive officer or other key employee thereof (i) the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving URLabs in the nature of any of the transactions contemplated by this Agreement, (ii) providing any term of employment or compensation guarantee, or (iii) providing severance benefits or other benefits after the termination of employment of such employee regardless of the reason for such termination of employment, or (b) agreement or plan, including, without limitation, any stock option plan, stock appreciation rights plan or stock purchase plan, any of the benefits of which will be materially increased, or the vesting of benefits of which will be materially accelerated, by the occurrence of the transactions contemplated hereby or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement.

4.17 **Corporate Documents.** URLabs has delivered to Symantec for examination all documents and information listed in the URLabs Disclosure Letter or any of the schedules or exhibits thereto or in any other Exhibits called for by this Agreement, including, without limitation, the following: (a) copies of URLabs' Articles of Incorporation, Bylaws and other charter documents as currently in effect; (b) the Minute Book containing all records of all proceedings, consents, actions, minutes, and meetings of URLabs, including (but not limited to) actions of URLabs' shareholders, board of directors and any committees thereof; (c) the stock ledger and journal reflecting all stock issuances and transfers of URLabs; (d) all permits, orders, and consents issued by any regulatory agency to, or with respect to, URLabs, or any securities of URLabs, and all applications for such permits, orders, and consents; and (e) all agreements required to be listed in Section 4.11 to the URLabs Disclosure Letter.

4.18 **No Brokers.** URLabs and the Shareholders are under no obligation for the payment of any fees or expenses of any investment banker, broker or finder in connection with the origin, negotiation or execution of this Agreement or in connection with the transactions contemplated hereby.

4.19 **Books and Records.** The books, records and accounts of URLabs (a) are in all material respects true, complete and correct, (b) have been maintained in accordance with good business practices on a basis consistent with prior years, (c) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of URLabs, and (d) accurately and fairly reflect the basis for the URLabs Financial Statements.

4.20 **Insurance.** Section 4.20 to the URLabs Disclosure Letter hereto lists all fire and casualty, general liability, business interruption, product liability, errors and omissions, and sprinkler and water damage insurance maintained by URLabs.

4.21 Environmental Matters.

4.21.1 To URLabs' knowledge, during the period that URLabs has leased or owned its respective properties or owned or operated any facilities, there have been no disposals, releases or threatened releases of Hazardous Materials (as defined below) on, from or under such properties or facilities that resulted from any act or omission of URLabs or any of its employees, agents or invitees. URLabs has no knowledge of any presence, disposals, releases or threatened releases of Hazardous Materials on, from or under any of such properties or facilities, which may have occurred prior to URLabs having taken possession of any of such properties or facilities. For the purposes of this Agreement, the terms "**disposal**," "**release**," and "**threatened release**" shall have the definitions assigned thereto by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended ("**CERCLA**"). For the purposes of this Agreement "**Hazardous Materials**" shall mean any hazardous or toxic substance, material or waste which is or becomes prior to the Closing regulated under, or defined as a "hazardous substance," "pollutant," "contaminant," "toxic chemical," "hazardous materials," "toxic substance" or "hazardous chemical" under (a) CERCLA; (b) any similar federal, state or local law; or (c) regulations promulgated under any of the above laws or statutes.

4.21.2 To URLabs' knowledge, none of the properties or facilities of URLabs is in violation of any federal, state or local law, ordinance, regulation or order relating to industrial hygiene or to the environmental conditions on, under or about such properties or facilities, including, but not limited to, soil and ground water condition. During the time that URLabs has owned or leased its properties and facilities, neither URLabs nor, to the best knowledge of URLabs, any third party, has used, generated, manufactured or stored on, under or about such properties or facilities or transported to or from such properties or facilities any Hazardous Materials, other than URLabs' lawful use of standard office supplies customarily used in office environments that contain legally permitted amounts of Hazardous Materials that would have no Material Adverse Effect on URLabs.

4.21.3 During the time that URLabs has owned or leased its properties and facilities, there has been no litigation brought or threatened against URLabs, or, to the best knowledge of URLabs, against any lessor or owner of real property leased by URLabs, or any settlement reached by URLabs with any party or parties alleging the presence, disposal, release or threatened release of any Hazardous Materials on, from or under any of such properties or facilities.

4.22 Disclosure. Neither this Agreement, the URLabs Disclosure Letter nor any of the certificates or documents to be delivered by URLabs and/or the Shareholders to Symantec under this Agreement, taken together, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which such statements were made, not misleading.

5. REPRESENTATIONS AND WARRANTIES OF UNION

Symantec hereby represents and warrants to URLabs (which representations and warranties shall not survive the Closing) that the statements set forth below in this Section 5 are true, correct and complete as of the Agreement Date and will be correct and complete as of the Closing Date, except as is otherwise expressly set forth in a letter addressed to URLabs from

Symantec dated the Agreement Date and executed and delivered by Symantec to URLabs concurrently with Symantec's execution and delivery of this Agreement (the "***Symantec Disclosure Letter***"), which statements in such Symantec Disclosure Letter shall be deemed to be representations and warranties made by Symantec under this Section 5:

5.1 Organization and Good Standing. Symantec is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power and authority to own, operate and lease its properties and to carry on its business as now conducted and as proposed to be conducted.

5.2 Power, Authorization and Validity.

5.2.1 Symantec has the right, power and authority to enter into, execute and perform its obligations under this Agreement and the Symantec Ancillary Agreements. The execution, delivery and performance of this Agreement and the Symantec Ancillary Agreements by Symantec have been duly and validly approved and authorized by all necessary corporate action on the part of Symantec.

5.2.2 No filing, authorization, consent, approval or order, governmental or otherwise, is necessary or required to enable Symantec to enter into, and to perform its obligations under, this Agreement and the Symantec Ancillary Agreements, except such as have already been given, made or obtained.

5.2.3 This Agreement and the Symantec Ancillary Agreements are, or when executed by Symantec will be, valid and binding obligations of Symantec, enforceable in accordance with their respective terms, subject to the effect, if any, of (a) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

5.3 No Brokers. Symantec is under no obligation for the payment of any fees or expenses of any investment banker, broker or finder in connection with the origin, negotiation or execution of this Agreement or the transactions contemplated hereby in any manner that would result in any liability or obligation of any Shareholder to pay any of such fees or expenses.

6. COVENANTS OF TRINITY AND THE SHAREHOLDERS

6.1 By URLabs. During the period from the Agreement Date until the earlier to occur of (i) the Closing or (ii) the termination of this Agreement in accordance with Section 10, URLabs hereby covenants and agrees with Symantec as follows:

6.1.1 Advice of Changes. URLabs will promptly advise Symantec in writing (a) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of URLabs or the Shareholders contained in this Agreement or the URLabs Disclosure Letter, if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect and (b) of any material adverse change in URLabs' assets, business, results of operations, financial condition or prospects.

6.1.2 Maintenance of Business. URLabs will carry on and preserve its business and its relationships with customers, suppliers, employees, consultants and others in substantially the same manner as it has prior to the date hereof. If URLabs becomes aware of a material deterioration in the relationship with any material customer, supplier, key employee, consultant or business partner, it will promptly bring such information to the attention of Symantec in writing and, if requested by Symantec, will exert its diligent efforts to restore the relationship.

6.1.3 Conduct of Business. URLabs will continue to conduct its business and maintain its business relationships in the ordinary and usual course and will not, without the prior written consent of Symantec:

- (a) borrow or lend any money other than advances to employees for travel and expenses that are incurred in the ordinary course of URLabs' business consistent with URLabs' past practice;
- (b) purchase or sell shares or other equity interests in any corporation or other business or enter into any transaction or agreement not in the ordinary course of URLabs' business consistent with URLabs' past practice;
- (c) encumber, or permit to be encumbered, any of its assets;
- (d) sell, transfer or dispose of any of its assets except in the ordinary course of URLabs' business consistent with URLabs' past practice;
- (e) enter into any material lease or contract for the purchase or sale of any property, whether real or personal, tangible or intangible;
- (f) pay any bonus, increased salary or special remuneration to any officer, employee or consultant (except for normal salary increases consistent with past practices not to exceed 5% of such officer's, employee's or consultant's base annual compensation, except pursuant to existing arrangements previously disclosed to and approved in writing by Symantec) or enter into any new employment or consulting agreement with any such person;
- (g) change any of its accounting methods;
- (h) declare, set aside or pay any cash or stock dividend or other distribution in respect of any of its capital stock, redeem, repurchase or otherwise acquire any of its capital stock or other securities, pay or distribute any cash or property to any URLabs security holder or make any other cash payment to any security holder of URLabs that is unusual, extraordinary, or not made in the ordinary course of URLabs' business consistent with URLabs' past practice;
- (i) amend or terminate any contract, agreement or license to which it is a party except those amended or terminated in the ordinary course of URLabs' business, consistent with URLabs' past practice, and which are not material in amount or effect;

(j) guarantee or act as a surety for any obligation of any third party;

(k) waive or release any material right or claim except in the ordinary course of business, consistent with past practice or agree to any audit assessment by any tax authority or file any federal or state income or franchise tax return unless copies of such returns have been delivered to Symantec for its review prior to filing;

(l) issue, sell, create or authorize any shares of its capital stock of any class or series or any other of its securities, or issue, grant or create any warrants, obligations, subscriptions, options, convertible securities, or other commitments to issue shares of its capital stock or securities ultimately exchangeable for, or convertible into, shares of URLabs Stock or any URLabs Derivative Securities;

(m) subdivide or split or combine or reverse split the outstanding shares of its capital stock of any class or enter into any recapitalization affecting the number of outstanding shares of its capital stock of any class or affecting any other of its securities;

(n) merge, consolidate or reorganize with, or acquire, any entity or enter into any negotiations, discussions or agreement for such purpose;

(o) amend its Articles of Incorporation, Bylaws or other charter documents (except as expressly contemplated or required by this Agreement);

(p) license any of its technology or Intellectual Property Rights except in the ordinary course of business consistent with past practice;

(q) except as contemplated by Section 4.20 to the URLabs Disclosure Letter, change any material insurance coverage or issue any certificates of insurance;

(r) agree to do any of the things described in the preceding clauses (a) through (q).

6.1.4 Litigation. URLabs will notify Symantec in writing promptly after learning of any action, suit, arbitration, mediation, proceeding or investigation by or before any court, arbitrator or arbitration panel, board or governmental agency, initiated by or against it, or known by it to be threatened against it or any of its directors, officers, employees, consultants or shareholders in their capacity as such.

6.1.5 Access to Information. Until the Closing, URLabs will allow Symantec and its agents reasonable access to the files, books, records and offices of URLabs, including, without limitation, any and all information relating to URLabs' Intellectual Property Rights, contracts, leases, licenses, commitments, taxes, and real, personal and intangible property and financial condition, subject to the terms of paragraph 2 of that certain Letter Agreement between URLabs and Symantec dated as of July 9, 1999 (the "**Letter Agreement**"). URLabs will cause its accountants to cooperate with Symantec and its agents in making available all financial and tax information reasonably requested, including without limitation the right to examine all

working papers pertaining to all financial statements and tax returns, prepared or audited by such accountants.

6.1.6 Non-Competition Agreements. URLabs shall use its diligent efforts to cause each of the Key Employees listed on Exhibit C attached hereto to execute and deliver to Symantec at the Closing Non-Competition Agreements in the form attached hereto as Exhibit G (the "*Non-Competition Agreements*").

6.1.7 Termination of 401(K) Plans. URLabs shall terminate each and every 401(K) plan maintained or sponsored by it prior to the Closing.

6.2 By URLabs and the Shareholders. During the period from the Agreement Date until the earlier to occur of (i) the Closing or (ii) the termination of this Agreement in accordance with Section 10, URLabs and each of the Shareholders hereby covenants and agrees with Symantec as follows:

6.2.1 Regulatory Approvals. URLabs and the Shareholders will promptly execute and file, or join in the execution and filing, of any application or other document that may be necessary in order to obtain the authorization, approval or consent of any governmental body, federal, state, local or foreign, which may be reasonably required, or which Symantec may reasonably request, in connection with the consummation of the transactions contemplated by this Agreement. URLabs, its officers, directors and employees and the Shareholders will use their respective diligent efforts to promptly obtain, and to cooperate with Symantec to promptly obtain, all such authorizations, approvals and consents.

6.2.2 Necessary Consents. In addition to their obligations under Section 2.6, URLabs, its officers, directors and employees and the Shareholders will use their respective diligent efforts to promptly obtain such written consents and take such other actions as may be necessary or appropriate in addition to those set forth in Section 6.2.4 to allow the consummation of the transactions contemplated hereby and to allow Symantec to carry on URLabs' business after the Closing.

6.2.3 No Other Negotiations. From the Agreement Date until the earlier of termination of this Agreement in accordance with Section 10 or the consummation of the transactions contemplated hereby, URLabs, its officers, directors and employees and the Shareholders will not, and will not authorize, encourage or permit, any officer, director, employee, shareholder or affiliate of URLabs, or any other person, on its or their behalf to, directly or indirectly, solicit, facilitate, discuss, negotiate or accept or enter into or encourage any offer, inquiry or proposal received from, or any agreement with, any other party, furnish to any person any information with respect to, or otherwise cooperate with, facilitate or encourage any effort or attempt by any person (other than Symantec), concerning any agreement or transaction regarding the possible (a) acquisition of or merger or other business combination with URLabs; (b) disposition of all or any substantial portion of the business, assets or securities of URLabs by sale, license or others; (c) purchase by URLabs of all or substantially all the business, assets or securities of another company; (d) license of URLabs technology other than in the ordinary course of its business; or (e) provision or delivery of any confidential information of URLabs to any party other than Symantec concerning any such possible transaction ("*Alternative Transaction*"). URLabs and the

Shareholders, as applicable, will promptly notify Symantec orally and in writing of any such offers, inquiries or proposals, the principal terms of the same and the identity of the party making the same. In addition, neither URLabs nor any Shareholder shall execute, enter into or become bound by any letter of intent or agreement or commitment between URLabs and/or any of the Shareholders, on the one hand, and any third party, on the other hand providing for, or that is related to, an Alternative Transaction.

6.2.4 Satisfaction of Conditions Precedent. URLabs, its directors and officers and the Shareholders will use their respective diligent efforts to promptly satisfy or cause to be satisfied all the conditions precedent which are set forth in Section 9, and URLabs, its directors and officers, and the Shareholders will use their respective diligent efforts to promptly cause the transactions contemplated by this Agreement to be consummated in accordance with the provisions of this Agreement; and, without limiting the generality of the foregoing, to obtain all consents and authorizations of third parties and to make all filings with, and give all notices to, third parties that may be necessary or reasonably required on URLabs' part in order to effect the transactions contemplated hereby.

6.2.5 Termination of Registration, Voting and Refusal Rights. URLabs and the Shareholders will take such actions as are necessary to cause (a) all registration rights agreements, (b) all agreements granting URLabs and any URLabs shareholder or other person any rights of first refusal or similar rights to purchase or acquire any URLabs Stock, and (c) all voting agreements, applicable to or affecting any outstanding shares or other securities of URLabs (if any) to be duly terminated and canceled by no later than the Closing, and to cause all Shareholders to waive any right they may have at any time had to exercise any rights thereunder.

6.3 By the Shareholders. During the period from the Agreement Date until the earlier to occur of (i) the Closing or (ii) the termination of this Agreement in accordance with Section 10, each of the Shareholders hereby covenants and agrees with Symantec to promptly advise Symantec in writing of any event occurring subsequent to the Agreement Date that would render any representation or warranty of such Shareholder made under this Agreement, if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect.

7. UNION COVENANTS

During the period from the Agreement Date until the earlier to occur of (i) the Closing or (ii) the termination of this Agreement in accordance with Section 10, Symantec covenants and agrees as follows:

7.1 Advice of Changes. Symantec will promptly advise URLabs in writing of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of Symantec contained in this Agreement, if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect.

7.2 Regulatory Approvals. Symantec will execute and file, or join in the execution and filing, of any application or other document that may be necessary in order to obtain the authorization, approval or consent of any governmental body, federal, state, local or foreign, which may be reasonably required, in connection with the consummation of the transactions

contemplated by this Agreement in accordance with the terms of this Agreement. Symantec will use its diligent efforts to obtain all such authorizations, approvals and consents.

7.3 Satisfaction of Conditions Precedent. Symantec will use its diligent efforts to promptly satisfy or cause to be satisfied all the conditions precedent which are set forth in Section 8, and Symantec will use its diligent efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms of this Agreement, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of third parties and to make all filings with, and give all notices to, third parties that may be necessary or reasonably required on its part in order to effect the transactions contemplated hereby.

8. CONDITIONS TO OBLIGATIONS OF TRINITY AND THE SHAREHOLDERS

The obligations of URLabs and the Shareholders to consummate the sale of the URLabs Stock to Symantec and any other transactions contemplated by this Agreement are subject to the fulfillment or satisfaction, on and as of the Closing, of each of the following conditions (any one or more of which may be waived by URLabs and the Shareholders in their sole discretion, but only in a writing signed by URLabs and Shareholders collectively holding at least a majority of the then outstanding shares of URLabs Stock):

8.1 Accuracy of Representations and Warranties. The representations and warranties of Symantec set forth in Section 5 (as qualified by the Symantec Disclosure Letter, if any) shall be true and accurate in every material respect on and as of the Closing with the same force and effect as if they had been made at the Closing, and URLabs shall have received a certificate to such effect executed by Symantec's President or Chief Financial Officer or any Vice President.

8.2 Covenants. Symantec shall have performed and complied in all material respects with all of its covenants contained in Section 7 on or before the Closing, and URLabs shall have received a certificate to such effect signed by Symantec's President or Chief Financial Officer or any Vice President.

8.3 Compliance with Law; No Legal Restraints. There shall not be outstanding or threatened, or enacted or adopted, any order, decree, temporary, preliminary or permanent injunction, legislative enactment, statute, regulation, action, proceeding or any judgment or ruling by any court, arbitrator, governmental agency, authority or entity, or any other fact or circumstance (other than any such matter initiated by URLabs, its officers or directors or the Shareholders), that, directly or indirectly, challenges, threatens, prohibits, enjoins, restrains, suspends, delays, conditions or renders illegal or imposes limitations on (or is likely to result in a challenge, threat to, or a prohibition, injunction, restraint, suspension, delay or illegality of, or to impose limitations on): (i) the transactions contemplated hereby; (ii) Symantec's payment for, or acquisition or purchase of, any or all of the URLabs Stock.

8.4 Government Consents. There shall have been obtained at or prior to the Closing Date such permits and/or authorizations, and there shall have been taken such other action by any regulatory authority having jurisdiction over the parties and the actions herein proposed to be

taken, as may be required to lawfully consummate the transactions contemplated hereby, including but not limited to requirements under applicable U.S. and foreign securities laws.

8.5 Escrow Agreements. Symantec shall have executed and delivered the Section 12.3 Escrow Agreement and the Section 12.4 Escrow Agreement.

9. CONDITIONS TO OBLIGATIONS OF UNION

The obligations of Symantec hereunder to consummate the purchase of the URLabs Stock, the payment of the Purchase Price and any other transactions contemplated by this Agreement are subject to the fulfillment or satisfaction, on and as of the Closing, of each of the following conditions (any one or more of which may be waived by Symantec in its sole discretion, but only in a writing signed by Symantec):

9.1 Accuracy of Representations and Warranties. The representations and warranties of the Shareholders, set forth in Section 3.1, the representations and warranties of the Principal Shareholders set forth in Section 3.2, the representations and warranties of the Former Debenture Holders in Section 3.3, and the representations and warranties of URLabs set forth in Section 4 (as qualified by the URLabs Disclosure Letter) shall each be true and accurate in every material respect on and as of the Closing with the same force and effect as if they had been made at the Closing, and Symantec shall have received certificates to such effect executed by URLabs' President and by the Principal Shareholders.

9.2 Covenants. URLabs and the Shareholders shall have performed and complied in all material respects with all of their respective covenants contained in Section 6 on or before the Closing, and Symantec shall have received certificates to such effect signed by URLabs' President and by the Principal Shareholders.

9.3 Compliance with Law; No Legal Restraints. There shall not be outstanding or threatened, or enacted or adopted, any order, decree, temporary, preliminary or permanent injunction, legislative enactment, statute, regulation, action, proceeding or any judgment or ruling by any court, arbitrator, governmental agency, authority or entity, or any other fact or circumstance (other than any such matter initiated by Symantec or its officers or directors), that, directly or indirectly, challenges, threatens, prohibits, enjoins, restrains, suspends, delays, conditions, or renders illegal or imposes limitations on (or is likely to result in a challenge, threat to, or a prohibition, injunction, restraint, suspension, delay or illegality of, or to impose limitations on): (i) the transactions contemplated hereby; (ii) Symantec's payment for, or acquisition or purchase of, any or all of the shares of URLabs Stock or any material part of the assets of URLabs; (iii) the ownership or operation by Symantec or URLabs of all or any material portion of the business or assets of URLabs, including (but not limited to) URLabs' Intellectual Property Rights; or (iv) Symantec's ability on and, after the Closing to exercise full rights of ownership with respect to URLabs and its assets and shares, including but not limited to restrictions on Symantec's ability to vote all the shares of URLabs.

9.4 Government Consents. There shall have been obtained at or prior to the Closing Date such permits or authorizations from, and there shall have been taken such other action as may be required to lawfully consummate the transactions contemplated hereby by, any

governmental or regulatory authority having jurisdiction over any of the parties and/or the actions herein proposed to be taken, including but not limited to requirements under applicable U.S. and foreign securities and corporate laws.

9.5 Opinion of URLabs' Counsel. Symantec shall have received from counsel to URLabs a legal opinion in substantially the form of Exhibit I.

9.6 Documents and Consents. URLabs and the Shareholders shall have executed and delivered to Symantec all the URLabs Ancillary Agreements and all the Shareholder Ancillary Agreements, as applicable. The Shareholders shall have delivered to Symantec URLabs Certificates representing 100% of the URLabs Stock, together with the other deliverables specified in Section 2 hereof. Symantec shall have received duly executed copies of all third-party consents, approvals, assignments, waivers, authorizations or other certificates contemplated by this Agreement or the URLabs Disclosure Letter or reasonably deemed necessary by Symantec to provide for the continuation in full force and effect of any and all material contracts, agreements and leases of URLabs and the preservation of URLabs' IP Rights and other assets and properties and for Symantec to consummate the transactions contemplated hereby, in form and substance reasonably satisfactory to Symantec, except for such thereof (if any) as Symantec.

9.7 No Litigation. No litigation or proceeding shall be threatened or pending for the purpose or with the probable effect of enjoining or preventing the consummation of the transactions contemplated hereby, or which could be reasonably expected to have a Material Adverse Effect on the present or future operations or financial condition of URLabs or which asserts that URLabs' or Symantec's or any Shareholder's negotiations regarding this Agreement, Symantec's or URLabs' or any Shareholder's entering into this Agreement or URLabs' or Symantec's or any Shareholder's consummation of the transactions contemplated hereby, breaches or violates any law, rule, order or judgment, or any agreement or commitment of URLabs or any Shareholder or constitutes tortious conduct on the part of Symantec, URLabs or any Shareholder.

9.8 Non-Competition Agreements. The individuals identified on Exhibit C shall have executed and delivered to Symantec the Non-Competition Agreements.

9.9 Escrow Agreements. Symantec shall have received (a) a fully executed copy of the Section 12.3 Escrow Agreement executed by the Escrow Agent, the Representative and each of the Shareholders; and (b) a fully executed copy of the Section 12.4 Escrow Agreement, executed by the Escrow Agent, the Representative and each of the Principal Shareholders.

9.10 Appointment of New Directors and Officers. The directors and officers of URLabs in office immediately prior to the Closing shall have resigned effective as of the Closing, unless otherwise directed by Symantec, and Enrique Salem, Art Courville and Greg Myers shall have been duly appointed as the sole directors of URLabs effective immediately following the Closing.

9.11 No Material Adverse Change. There shall not have been any material adverse change in the financial condition, properties, assets, liabilities, business, results of operations or operations of URLabs, taken as a whole.

9.12 Satisfactory Form of Legal Matters. The form, scope and substance of all legal matters contemplated hereby and all closing documents and other papers delivered hereunder shall be reasonably acceptable to Symantec.

9.13 Outstanding Securities. On the Closing Date the only issued and outstanding securities of URLabs shall be the shares of URLabs Common Stock listed on Exhibit A and all such shares of URLabs Common Stock shall be owned only by the Shareholders named on Exhibit A in the respective amounts allocable to each Shareholder set forth on Exhibit A.

9.14 Waiver of Rights Under Stockholders' Agreements. All rights of first refusal and similar rights to purchase or acquire shares of URLabs Stock held by URLabs, any shareholder of URLabs or any other person or entity under those certain Stockholders' Agreements dated as of April 6, 1996, June 18, 1997 and December 4, 1997, each as amended, and/or that certain Restrictive Agreement dated as of October 1, 1996, as amended, shall have been terminated and waived (both with respect to the Purchase Transaction and any other transaction occurring prior to the Closing) by a writing signed by URLabs, each Shareholder and any other such person holding any of such rights.

9.15 Shareholder Approval. The Shareholders who own URLabs Class A Common Stock (the only voting stock of URLabs) shall have approved, in accordance with Section 280G of the Code and the proposed regulations promulgated thereunder: (a) the payments to be made to the Bonus Recipients pursuant to Section 11.1 and (b) any other payments which could constitute "excess parachute payments" under Section 280G of the Code but for satisfaction of the shareholder approval requirements contained in the proposed regulations promulgated under Section 280G of the Code, so that none of such payments shall be treated as an "excess parachute payment" within the meaning of the Code.

9.16 Closing Balance Sheet Delivered. The Closing Balance Sheet, conforming to the provisions of Section 2.5, shall have been delivered to Symantec, together with a certification by URLabs' Chief Executive Officer certifying that the Closing Balance Sheet is true and correct.

9.17 401(K) Plans Terminated. URLabs shall have duly and effectively terminated each and every 401(K) plan maintained or sponsored by URLabs prior to the Closing.

10. TERMINATION OF AGREEMENT

10.1 Prior to or at the Closing.

10.1.1 Mutual Termination. This Agreement may be terminated at any time prior to or at the Closing by the mutual written consent of Symantec and URLabs, approved by their respective Boards of Directors; and the consent of the Shareholders shall not be required to terminate this Agreement provided such termination has been approved by the URLabs Board of Directors.

10.1.2 By Symantec.

(a) This Agreement may be terminated by Symantec if the conditions precedent set forth in Section 9 shall have not been complied with, waived or performed and such noncompliance or nonperformance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) by URLabs and/or the Shareholders on or before Midnight, Pacific Time on July 31, 1999 (the "**Termination Date**").

(b) In addition, Symantec may terminate this Agreement at any time prior to or at the Closing if any of the representations and warranties of URLabs, the Principal Shareholders and/or the Shareholders in Sections 3 and 4 of this Agreement were incorrect, untrue or false in any material respect as of the Agreement Date or are incorrect, untrue or false in any material respect as of the proposed Closing Date or URLabs and/or the Shareholders have breached any of their respective covenants under Section 6 of this Agreement in any material respect, and URLabs and/or the Shareholders have not cured such breach prior to the earlier of: (i) the Closing; (ii) five (5) days after Symantec has given URLabs written notice of its intention to terminate this Agreement pursuant to this subsection 10.1.2(b); or (iii) the Termination Date.

10.1.3 By URLabs and the Shareholders.

(a) This Agreement may be terminated by URLabs with the written consent of shareholders owning at least a majority of the outstanding URLabs Stock if the conditions precedent set forth in Section 8 shall have not been complied with, waived or performed and such noncompliance or nonperformance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) by Symantec on or before the Termination Date.

(b) In addition, URLabs, with the written consent of shareholders owning at least a majority of the outstanding URLabs Stock may terminate this Agreement at any time prior to or at the Closing if any of the representations and warranties of Symantec in Section 5 of this Agreement were incorrect, untrue or false in any material respect as of the Agreement Date or are incorrect, untrue or false in any material respect as of the proposed Closing Date or Symantec has breached any of its covenants under Section 7 of this Agreement in any material respect, and Symantec has not cured such breach prior to the earlier of (i) the Closing, (ii) five (5) days after URLabs and the Shareholders owning at least a majority of the outstanding URLabs Stock have given Symantec written notice of their intention to terminate this Agreement pursuant to this subsection 10.1.3(b) or (iii) the Termination Date.

Any termination of this Agreement under this Section 10 will be effective upon delivery of notice of termination by the terminating party to the other party or parties hereto.

10.2 No Liability for Proper Termination. Any termination of this Agreement in accordance with the applicable provisions of this Section 10 will be without further obligation or liability of any party in favor of the other party or parties hereto or to its stockholders, directors or officers, other than the obligations, if applicable, of Symantec set forth in Section 11 below; *provided, however*, that nothing herein will limit the obligation of URLabs, the Shareholders and Symantec for any willful breach hereof or failure to use their diligent efforts to cause the transactions contemplated hereby to be consummated, as set forth in Sections 6.2.4 and 7.3 hereof, respectively. In the event of the termination of this Agreement pursuant to this Section 10, this Agreement shall thereafter become void and have no effect (except that the provisions of Section 11

below shall survive termination of this Agreement and continue in effect if this Agreement is terminated pursuant to Section 10.1.1) and each party shall be responsible for its own expenses incurred in connection herewith.

11. POST-CLOSING COVENANTS OF UNION

11.1 Payment of Signing Bonuses. Section 11.1 of the URLabs Disclosure Letter identifies certain persons who will be URLabs employees at the Closing (the “**Bonus Recipients**”) to whom Symantec will pay cash payments at the Closing, as compensation to such Bonus Recipients, in a total aggregate gross amount (before only the Bonus Recipients’ share of any tax or other withholding payments, Symantec acknowledging its responsibility to pay the employer’s share of any such tax or withholding payments) of Two Million Seven Hundred Thousand Dollars (\$2,700,000) (the “**Bonus Payment**”). Section 11.1 to the URLabs Disclosure Letter also indicates the portion of the Bonus Payment to be paid to each such Bonus Recipient. Provided the Closing successfully occurs, on the third (3rd) business day after the Closing, Symantec shall pay to each Bonus Recipient who was an employee of URLabs at the Closing and who has not, on or before such payroll pay date, voluntarily terminated his or her employment with Symantec, that portion of the Bonus Payment that is indicated to be paid to such Bonus Recipient on Section 11.1 of the URLabs Disclosure Letter, minus the Bonus Recipient’s share (but not the employer’s share) of any taxes or other payments required to be withheld from such payment under applicable laws; provided that in no event shall the total amount of payments made by Symantec under this Section 11.1 exceed an aggregate total amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000) plus the employer’s share of any and all taxes and other amounts required to be withheld by Symantec and paid to applicable taxing and other authorities under applicable laws with respect to such \$2,700,000 payment; and provided further that each employee receiving a portion of the Bonus Payment pursuant to this Section 11.1 shall, as a condition precedent to receiving such payment, execute a Release containing the language set forth in Exhibit H attached hereto.

12. SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION

12.1 Survival of Representations.

(a) Subject to Section 12.1(b) below, all representations, warranties and covenants of URLabs, Symantec and the Shareholders contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of Symantec, only until that date which is the earlier of (i) the termination of this Agreement or (ii) the Closing Date.

(b) Notwithstanding the foregoing provisions of Section 12.1(a), all representations and warranties of the Shareholders set forth in Section 3.1, all representations and warranties of the Principal Shareholders set forth in Section 3.2 and all representations and warranties of the Former Debenture Holders in Section 3.3, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of Symantec, and shall survive Closing until that date that is one (1) year after the Closing Date.

12.2 Agreements to Indemnify.

(a) Shareholders. Subject to the provisions of Section 12.2(d), each Shareholder hereby agrees to severally defend, indemnify and hold harmless Symantec, URLabs and any subsidiary or corporate affiliate of Symantec ("***Symantec Affiliate***"), and the officers, directors, agents, shareholders and employees of Symantec, URLabs and any Symantec Affiliate, and each person, if any, who controls or may control Symantec, URLabs and any Symantec Affiliate within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended (the "***1934 Act***") (each hereinafter referred to individually as an "***Indemnified Person***" and collectively as "***Indemnified Persons***") from and against any and all Damages (as hereinafter defined) incurred or arising out of any inaccuracy, misrepresentation, breach of, or default in, any of the representations, warranties or covenants given or made by such Shareholder in Section 3.1 of this Agreement (if such inaccuracy, misrepresentation, breach or default existed at the Closing Date). As used herein, the term "***Damages***" means, collectively, claims, demands, suits, actions, causes of actions, judgments, arbitration awards, losses, costs, damages (including direct, consequential and special or punitive damages), settlements and settlement payments, royalties and license fees, liabilities, costs and expenses (including costs and expenses of defense) including, without limitation, reasonable attorneys' fees, other professionals' and experts' reasonable fees and court or arbitration costs.

(b) Principal Shareholders. Subject to the provisions of Section 12.2(d), Each of the Principal Shareholders hereby agrees to jointly and severally defend, indemnify and hold harmless the Indemnified Persons and each of them from and against any and all Damages incurred or arising out of any inaccuracy, misrepresentation, breach of, or default in, any of the representations, warranties or covenants given or made by the Principal Shareholders in Section 3.2 of this Agreement (if such inaccuracy, misrepresentation, breach or default existed at the Closing Date).

(c) Former Debenture Holders. Subject to the provisions of Section 12.2(d), each of the Shareholders who is a Former Debenture Holder hereby agrees to jointly and severally defend, indemnify and hold harmless the Indemnified Persons and each of them from and against any and all Damages incurred or arising out of any inaccuracy, misrepresentation, breach of, or default in, any of the representations, warranties or covenants given or made by the Former Debenture Holders in Section 3.3 of this Agreement (if such inaccuracy, misrepresentation, breach or default existed at the Closing Date).

(d) Limitations. Notwithstanding anything to the contrary in the foregoing provisions of Sections 12.2(a), 12.2(b) and 12.2(c), no claim for indemnification under Section 12.2(a), Section 12.2(b) or Section 12.2(c) may be made by any Indemnified Person against any Shareholder unless such claim for indemnification is submitted in a writing delivered to such Shareholder prior to the first (1st) anniversary of the Closing.

12.3 Spyglass Patent Indemnification.

(a) Indemnity. Subject to the terms and conditions of this Section 12.3, each of the Shareholders hereby agrees to indemnify and hold harmless each of the Indemnified Persons, on a pro rata basis according to each such Shareholder's respective Percentage Interest, from and against any and all Spyglass Damages. As used herein, the term "***Spyglass Damages***"

means and includes (i) all judgments, arbitration awards, damages, settlements or settlement payments, royalties, license fees or other payments paid, payable or incurred by Symantec or any Indemnified Person to any Patent Rights Holder (as defined below) or any assignee thereof in connection with a Spyglass Infringement Claim (as defined below); and (ii) all out-of-pocket costs and expenses incurred by Symantec or any Indemnified Person in analyzing, assessing or defending any Spyglass Infringement Claim (including but not limited to reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs). As used herein, a "**Spyglass Infringement Claim**" means any suit, arbitration, mediation, claim, demand or proceeding brought by any Patent Rights Holder or assignee thereof alleging any violation or any infringement of the Spyglass Patent by (i) any URLabs IP Rights (including without limitation the Software), (ii) any technology of URLabs or (iii) any products or services of URLabs, in each case as such URLabs IP Rights, technology, products or services exist on the Closing Date, where such violation or infringement of the Spyglass Patent occurred or occurs or is alleged to have occurred at any time (including any time period prior to the Closing Date) prior to the date that is one (1) year after the Closing Date, *provided* such claim is asserted in writing within one (1) year after the Closing (subject to the provisions of Section 1(c) of the Section 12.3 Escrow Agreement regarding the "Escrow Period"). "**Patent Rights Holder**" means the person or entity who, at the time in question, is the registered holder of the Spyglass Patent or is a bona fide licensee of the Spyglass Patent. The parties agree that, notwithstanding the foregoing, the term "Spyglass Damages" shall not include any Damages to the extent that such Damages are incurred or arise out of, are caused by, or are directly attributable to: (a) a modification of the URLabs IP Rights, the technology of URLabs or any products or services of URLabs as they exist on the Closing Date that occurs after the Closing and did not exist at the Closing if the violation or infringement of the Spyglass Patent would not have occurred but for the particular modification; or (b) a combination, other than a combination provided by URLabs that existed at the Closing, of the products or technology of URLabs with other products or technologies not developed or provided by URLabs, if the violation or infringement would not have occurred but for the particular combination in question. By way of illustration, but not limitation, for purposes of the preceding sentence: (a) a modification of a URLabs product would occur if Symantec were to modify a URLabs product after the Closing Date in order to convert such URLabs product from operating as a server-side application product to instead operate as a client-side application product; and (b) likewise, a combination of a URLabs product would occur if Symantec were to combine a URLabs product with another product (other than a combination provided by URLabs that existed at the Closing) for the purpose of converting such URLabs product from operating as a server-side application product to instead operate as a client-side application product. Any claim of indemnity made by an Indemnified Person under this Section 12.3 must be asserted in a writing delivered to the Escrow Agent under the Section 12.3 Escrow Agreement by no later than the first (1st) anniversary of the Closing (the "**Escrow Release Date**").

(b) **Section 12.3 Limitations.** Notwithstanding anything herein to the contrary, in seeking indemnification for Spyglass Damages under Section 12.3(a), the Indemnified Persons shall exercise their remedies solely with respect to the Basic Escrow Amount and only pursuant to the terms and conditions of this Section 12.3 and the Section 12.3 Escrow Agreement. No Shareholder shall have any liability to an Indemnified Person under Section 12.3(a) of this Agreement except to the extent of such Shareholder's Percentage Interest of the Basic Escrow Amount, and the remedies set forth in this Section 12.3 and the Section 12.3 Escrow Agreement

shall be the exclusive remedies of Symantec and the other Indemnified Persons for indemnification under this Section 12.3. Notwithstanding the foregoing, Symantec and the other Indemnified Persons shall be entitled to proceed against and recover from the Basic Escrow Amount pursuant to Section 12.3(a) only the first Six Hundred Thousand Dollars (\$600,000) of Spyglass Damages arising pursuant to Section 12.3(a) and only fifty percent (50%) of the next One Million Eight Hundred Thousand Dollars (\$1,800,000) of Spyglass Damages arising pursuant to Section 12.3(a).

(c) Control of Defense. Subject to the terms and conditions of the Section 12.3 Escrow Agreement, Symantec shall have the sole right to control the defense of any Spyglass Infringement Claim.

12.4 Humphrey Indemnification.

(a) Humphrey Damages Defined. As used herein, the term "*Humphrey Damages*" means any and all Damages incurred or arising out of, caused by or directly attributable to, any suit, action, arbitration, mediation, proceeding, investigation, claim or demand made, brought or initiated by, or concerning, David R. Humphrey ("*Humphrey*") against URLabs, Symantec, any other Indemnified Person, any Principal Shareholder or URLabs Indemnitee (as defined below) to the extent that such Damages both (i) arise from facts and circumstances occurring prior to the Closing Date and (ii) relate to or arise from Humphrey's actual, asserted or prospective hiring or employment by or with URLabs, the termination of such employment, any alleged or actual agreement or understanding of any kind relating to such employment, any claims for salary, severance pay, benefits, expenses or other compensation of any kind, or any claim asserting any right to ownership of, or any right to purchase or otherwise acquire (from URLabs or any other person), any stock, stock options, or other equity securities or equity interests in or to URLabs of any kind whatsoever. As used herein, a "*URLabs Indemnitee*" means any person (including but not limited to an officer, director or agent of URLabs), who is entitled to indemnification from URLabs against Humphrey Damages pursuant to (i) any law or statute applicable to URLabs, (ii) indemnification provisions contained in URLabs' Articles of Incorporation or Bylaws, as amended, or (iii) any contract or agreement binding upon URLabs.

(b) Indemnity: Contribution.

(i) By Symantec. Subject to the terms and conditions of this Section 12.4, Symantec hereby agrees to defend, indemnify and hold harmless each of the Principal Shareholders, each Indemnified Person and each URLabs Indemnitee, from and against the first Four Hundred Thirty Thousand Dollars (\$430,000) of Humphrey Damages (the "*Initial Humphrey Damages*"), *provided* that any claim for indemnification by any Principal Shareholder, Indemnified Person or URLabs Indemnitee is asserted in writing to Symantec within one (1) year after the Closing; and *provided further*, that any claim of indemnity made by a Principal Shareholder, an Indemnified Person or a URLabs Indemnitee under this Section 12.4(b)(i) **must be asserted** in a writing delivered to Symantec by no later than the first (1st) anniversary of the Closing.

(ii) By Principal Shareholders. Subject to the terms and conditions of this Section 12.4, each of the Principal Shareholders (and **not** the General Shareholders) hereby agrees to defend, indemnify and hold harmless (on an equal pro rata basis among such Principal Shareholders) Symantec, each of the other Indemnified Persons and each

URLabs Indemnitee from and against the first One Million Dollars (\$1,000,000) of Humphrey Damages incurred immediately after the Initial Humphrey Damages (the "**Second Level Humphrey Damages**"), *provided* that claims for indemnification against the Principal Shareholders hereunder are asserted in writing within one (1) year after the Closing, and *provided further*, that any claim of indemnity made by Symantec, an Indemnified Person, a Principal Shareholder or a URLabs Indemnitee under this Section 12.4 must be asserted in a writing delivered to the Escrow Agent under the Section 12.4 Escrow Agreement by no later than the first (1st) anniversary of the Closing (the "**Escrow Release Date**").

(iii) **Contribution.** Subject to the terms and conditions of this Section 12.4, each of the Principal Shareholders, on the one hand, jointly and severally agree with Symantec, and Symantec, on the other hand, agrees with the Principal Shareholders, to contribute to the aggregate amount of Excess Humphrey Damages (as defined below) to which the Principal Shareholders, Symantec, the Indemnified Persons and/or URLabs Indemnitees may be subject (after contribution from others) in equal amounts of fifty percent (50%) each (with fifty percent (50%) of such contribution to the payment of Excess Humphrey Damages to be contributed by the Principal Shareholders and fifty percent (50%) of such contribution to the payment of Excess Humphrey Damages to be provided by Symantec). "**Excess Humphrey Damages**", means all Humphrey Damages incurred by any of the Principal Shareholders, Symantec, any Indemnified Person(s) and/or any URLabs Indemnitee(s) other than the Initial Humphrey Damages and the Second Level Humphrey Damages.

(c) **Section 12.4 Limitations.** Notwithstanding anything herein to the contrary, in seeking indemnification for Second Level Humphrey Damages under Section 12.4(b)(ii), the Indemnified Persons shall exercise their remedies solely with respect to the Special Escrow Amount and only pursuant to the terms and conditions of the Section 12.4 Escrow Agreement. No Principal Shareholder shall have any liability to Symantec, an Indemnified Person or a URLabs Indemnitee under Section 12.4(b)(ii) of this Agreement except to the extent of such Principal Shareholder's proportionate interest in the Special Escrow Amount (with each Principal Shareholder having an equal proportionate interest in the Special Escrow Amount), and the remedies set forth in this Section 12.4(b)(ii) and the Section 12.4 Escrow Agreement shall be the exclusive remedies of Symantec, the other Indemnified Persons, the Principal Shareholders and the URLabs Indemnitees for indemnification under Section 12.4(b)(ii).

(d) **Control of Defense.** The Principal Shareholders collectively shall control the defense of any suit, action, arbitration, mediation, proceeding, investigation, claim or demand that seeks the recovery of Humphrey Damages through a single counsel of their choosing; *provided* that Symantec shall be entitled to participate in the defense of any such suit, action, arbitration, mediation, proceeding, investigation, claim or demand with counsel of its own choosing at its own expense.

12.5 **Notice.** Promptly after Symantec becomes aware of the existence of any potential claim by an Indemnified Person for indemnity from the Shareholders under Section 12.3 or the Principal Shareholders under Section 12.4, Symantec will notify the Representative of such potential claim in accordance with the Escrow Agreement, and will, to the extent that it can reasonably do so without impairing its ability to adequately defend and respond to any such claim,

permit the Representative to assist Symantec in the defense of such claim and will cooperate with the Representative in obtaining copies of any records or other information which is relevant to the defense of such claim. Prior to effecting a binding settlement of any claim for which Symantec seeks indemnity from a Shareholder pursuant to Section 12.3 or from a Principal Shareholder under Section 12.4, Symantec must obtain the consent of the Representative to the terms of the proposed settlement, which consent shall not be unreasonably withheld.

12.6 Sole Remedy. The indemnification provisions of this Section 12 constitute the sole right and remedy of: (a) Symantec and any other Indemnified Persons relative to any Spyglass Damages recoverable under any of the provisions of Section 12.3, but shall not limit or restrict any rights, remedies or recoveries that Symantec or any Indemnified Person may have for fraudulent conduct with respect thereto; and (b) Symantec, any other Indemnified Persons, the Principal Shareholders and the URLabs Indemnitees relative to any Humphrey Damages recoverable under any of the provisions of Section 12.4, but shall not limit or restrict any rights, remedies or recoveries that Symantec, any Indemnified Person any Principal Shareholder or any URLabs Indemnitee may have for fraudulent conduct.

13. MISCELLANEOUS

13.1 Governing Law. The internal laws of the Commonwealth of Virginia (irrespective of its choice of law principles) will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

13.2 Assignment; Binding Upon Successors and Assigns. No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, except that Symantec may assign its respective rights and/or obligations to any wholly-owned subsidiary of Symantec, *provided* that Symantec guarantees the performance of such subsidiary. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.3 Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and 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 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 the void or unenforceable provision.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

13.5 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy will not preclude the exercise of any other.

13.6 Amendment and Waivers. Any term or provision of this Agreement may be amended prior to the Closing by the written consent of Symantec, URLabs and those Shareholders collectively holding at least a majority of the then outstanding URLabs Stock, and, after the Closing by Symantec and the Shareholders (or their successors in interest) who immediately prior to the Closing held a majority of the URLabs Stock. The observance of any term, condition or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby or for whose benefit such condition was provided except that a waiver on behalf of the Shareholders need only be signed by the Shareholders collectively holding at least a majority of the then outstanding URLabs Stock. In addition, at any time prior to the Closing, the Shareholders (acting by written consent of the holders of a majority of the URLabs Stock) and each of URLabs and Symantec (by action taken by its respective Board of Directors) may, to the extent legally allowed: (i) extend the time for the performance of any of the obligations or other acts of the other; (ii) waive any inaccuracies in the representations and warranties made to it contained herein or in any document delivered pursuant hereto; and (iii) waive compliance with any of the agreements or conditions for its benefit contained herein (where for this purpose Section 11.1 shall not be deemed to be for the benefit of the Shareholders). The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

13.7 Expenses. Each party hereto will pay its respective fees and expenses of its own attorneys, accountants, investment bankers, advisors and other professionals incurred in connection with this Agreement and the transactions contemplated hereby; *provided* that such fees and expenses in excess of \$200,000 incurred by URLabs in connection with the transactions contemplated by this Agreement will be paid by the Shareholders; and *provided further* that each Shareholder shall pay all fees and expenses of such Shareholder's own attorneys, accountants, investment bankers, advisors and other professionals. Without limitation of the foregoing, each party will indemnify the other parties hereto against any claim for fees or expenses made by or on behalf of any investment banker, finder or other representative of such party in connection with the transactions contemplated hereby.

13.8 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be either hand delivered in person, sent by telecopier, sent by certified or registered first class mail, postage pre-paid, or sent by nationally recognized express courier service. Such notices and other communications will be effective upon receipt if hand delivered or sent by telecopier, five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the following addresses, or to such other addresses or fax number as any party may notify the other parties in accordance with this Section:

(i) If to Symantec:

Symantec Corporation
10201 Torre Avenue
Cupertino, CA 95014
Attention: General Counsel
Fax: (408) 446-8121

with a copy to:

Fenwick & West LLP
Two Palo Alto Square, Suite 800
Palo Alto, CA 94306
Attention: Kenneth A. Linhares, Esq.
Fax Number: (650) 494-1417

(ii) If to URLabs:

URLabs, Inc.
303 Butler Farm Road, Suite 106
Hampton, VA 23666
Attention: Gary P. Warren
Fax Number: (757) 865-0810

with a copy to:

Williams, Mullen, Clark & Dobbins, P.C.
900 One Columbus Center
Virginia Beach, VA 23462
Attention: John M. Paris, Esq.
Fax Number: (757) 473-0395

13.9 **Construction of Agreement.** This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against any party.

13.10 **Further Assurances.** Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intent and purposes of this Agreement.

13.11 **Absence of Third Party Beneficiary Rights.** No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, partner, employee, agent, consultant or any party hereto or any other person or entity unless otherwise specifically provided otherwise herein, and, except as so provided, all provisions hereof will be personal solely among the parties to this Agreement; provided that Indemnified Persons and URLabs Indemnitees may be third party beneficiaries solely with respect to the provisions of Section 12 of this Agreement.

13.13 **Public Announcement.** Upon execution of this Agreement, Symantec and URLabs will issue a press release approved by such parties announcing the proposed purchase and sale of stock contemplated hereby. Thereafter, Symantec may issue such press releases, and make

such other disclosures regarding the transactions contemplated hereby, as it determines are required under applicable securities laws or regulatory rules, but shall first, when practicable, consult with URLabs and provide URLabs with an opportunity to comment on any such press release. Prior to the publication of the press release issued upon execution of this Agreement (unless this Agreement has been terminated), no party hereto shall make any public announcement relating to this Agreement or the transactions contemplated hereby (except as may be required by applicable securities laws and the rules of any securities exchange on which the shares of Symantec are listed).

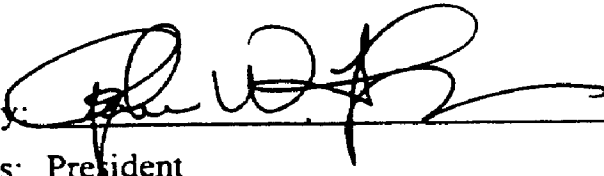
13.14 Entire Agreement. This Agreement, the Exhibits and Schedules hereto and the URLabs Disclosure Letter constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto other than the Letter Agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

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

SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: 
Its: President

By: _____
Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

[signature page to Stock Purchase Agreement]

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

SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____

Its: President

By: *Gary P. Warren*

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

Gary P. Warren
Gary P. Warren

Elias Guy
Elias Guy

David B. Yeager
David B. Yeager

Donald Creig Humes
Donald Creig Humes

Philip D. Sydow
Philip D. Sydow

Michael D. Walker Michael D. Walker
King William County Land Trust
By ED DUND TRUSTEE

Travis L. Priest
Travis L. Priest

[signature page to Stock Purchase Agreement]

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SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____

By: _____

Its: President

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

Paul Holloway

Paul Holloway

Barbara M. Holloway

Barbara Holloway

[signature page to Stock Purchase Agreement]

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

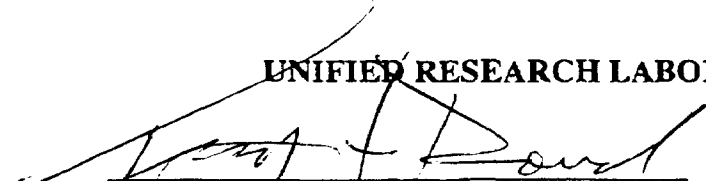
SYMANTEC CORPORATION

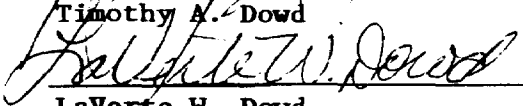
UNIFIED RESEARCH LABORATORIES, INC.

By: _____
Its: President

By: _____
Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS



Timothy A. Dowd


LaVerte W. Dowd

[signature page to Stock Purchase Agreement]

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SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____
Its: President

By: _____
Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS



Susanne M. Dana

[signature page to Stock Purchase Agreement]

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

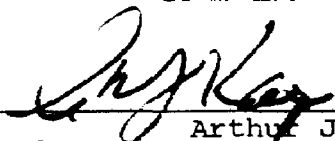
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**UNIFIED RESEARCH
LABORATORIES, INC.**

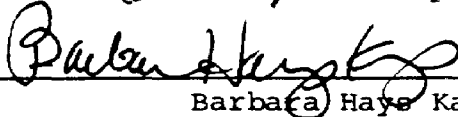
By: _____
Its: President

By: _____
Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS



Arthur J. Kamp



Barbara Hays Kamp

[signature page to Stock Purchase Agreement]

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SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____

By: _____

Its: President

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

David E. Keyes

DAVID E. KEYES

Wendy W. Keyes

WENDY W. KEYES

[signature page to Stock Purchase Agreement]

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

SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____

By: _____

Its: President

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

Lighthouse Investments, Inc
By Edmund, Pres

[signature page to Stock Purchase Agreement]

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

SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____

By: _____

Its: President

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

India F. Linehan

India F. Linehan

[signature page to Stock Purchase Agreement]

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SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

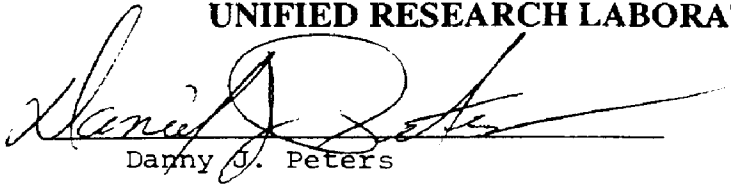
By: _____

By: _____

Its: President

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS



Danny J. Peters

[signature page to Stock Purchase Agreement]

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

SYMANTEC CORPORATION

UNIFIED RESEARCH LABORATORIES, INC.

By: _____
Its: President

By: _____
Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

Kenneth R. Sydow
Kenneth R. Sydow

Jeanette Sydow
Jeanette Sydow

[signature page to Stock Purchase Agreement]

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

SYMANTEC CORPORATION

**UNIFIED RESEARCH
LABORATORIES, INC.**

By: _____

By: _____

Its: President

Its: President

UNIFIED RESEARCH LABORATORIES SHAREHOLDERS

Robert L Walker

Robert L. Walker

Lois F Walker

Lois F. Walker

[signature page to Stock Purchase Agreement]

**LIST OF EXHIBITS
TO
STOCK PURCHASE AGREEMENT**

Exhibit A	List of the Shareholders and their Ownership of URLabs Stock
Exhibit B	Former Debenture Holders Former Ownership of Convertible Debentures
Exhibit C	Key Employees
Exhibit D	Principal Shareholders
Exhibit E	Stock Power
Exhibit F-1	Section 12.3 Escrow Agreement
Exhibit F-2	Section 12.4 Escrow Agreement
Exhibit G	Non-Competition Agreement
Exhibit H	Language to be included in Releases of Bonus Recipients
Exhibit I	Opinion of Counsel to URLabs