

3/10/04

03-15-2004

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼



102693877

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
  
Hostcentric, Inc.  
  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Alldomains.com, Inc.  
Internal  
Address: \_\_\_\_\_  
  
Street Address: 1800 Sutter St., Suite 100  
City: Concord State: CA Zip: 94520  
  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_  
  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: 03/05/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 78/042,373;  
78/042,371; 78/042,370; 78/047,022  
B. Trademark Registration No.(s) \_\_\_\_\_  
  
Additional number(s) attached  Yes  No

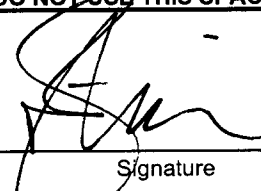
6. Total number of applications and registrations involved: ..... 4

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Anthony C. Martin  
Internal Address: Harness, Dickey & Pierce, PLC  
  
  
Street Address: 7700 Bonhomme Ave., Suite 400  
  
City: St. Louis State: MO Zip: 63105

7. Total fee (37 CFR 3.41).....\$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
08-0750

**DO NOT USE THIS SPACE**

9. Signature.  
  
Anthony Martin                                            March 10, 2004  
Name of Person Signing                      Signature                      Date  
  
Total number of pages including cover sheet, attachments, and document: 34

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

03/12/2004 MBETCPE 00000143 080750 78042373  
01 FC:8521 40.00 BA  
RR:8522 75.00 BA

**TRADEMARK**  
**REEL: 002926 FRAME: 0416**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of March 5, 2002, by and among ALLDOMAINS.COM, INC., a California corporation (the "Buyer"), HOSTCENTRIC TECHNOLOGIES, INC., a California corporation (the "Seller"), a wholly owned subsidiary of HOSTCENTRIC, INC., a Delaware Corporation ("Hostcentric"). The Buyer, Seller and Hostcentric are referred to collectively herein as the "Parties." Seller and Hostcentric are referred to collectively as the "Selling Parties."

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all the assets of the Seller's domain services group, which is an unincorporated division of Seller that does business under the name "Alldomains.com." Seller, Hostcentric and its shareholders, and Buyer and Christopher Bura ("Bura") desire that this transaction be consummated on the terms and subject to the conditions in this Agreement.

Now, therefore, in consideration of the promises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

### 1. Definitions.

"Acquired Assets" means all right, title, and interest in and to all of the assets constituting the Division, specifically limited to all those assets listed in Exhibit A and all of Division's (a) Leased Real Property, (b) tangible personal property (such as machinery, equipment, computers, computer peripherals and related equipment, software, inventories, materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, office equipment and fixtures and tools) located at 2261 Morello Ave., Suites B and C, Pleasant Hill, California, and the servers listed on Exhibit A located at Selling Parties' facilities in Fremont, California and Orlando, Florida, (c) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (d) leases, subleases, and rights thereunder, (e) agreements, contracts, indentures, mortgages, instruments, Security Interests, guaranties, other similar arrangements, and rights thereunder, (f) accounts, notes, and other receivables, (g) claims, deposits, warranties, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment; except that any legal fees and costs incurred, and any recovery obtained, shall be apportioned among Buyer and Selling Parties consistent with pre- and post- closing operations (other than as provided for in this Agreement), (h) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, and (i) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials: *provided, however*, that the Acquired Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller as a corporation, (ii) any of the rights of the Selling Parties under this Agreement (or under any side agreement between any of the Selling Parties on the one hand and the Buyer on the other hand entered into on or after the date of this Agreement), or (iii) the

following "excluded assets": (x) any insurance policies related to the Acquired Assets, and (y) any asset of whatever nature not specifically included in the definition of Acquired Assets.

**"Adverse Consequences"** means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and attorneys' fees and expenses.

**"Affiliate"** has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

**"Affiliated Group"** means any affiliated group within the meaning of Code §1504(a) or any similar group defined under a similar provision of state, local, or foreign law.

**"Assumed Liabilities"** means only those liabilities, including contracts, listed in Exhibit B, and any costs, liabilities, and risks relating to the transfer of the ICANN registrar status to Buyer. It is expressly understood and agreed that Buyer will not be liable for any of the obligations or liabilities of the Division or Selling Parties of any kind other than those specifically assumed by Buyer under this definition.

**"Basis"** means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

**"Buyer"** has the meaning set forth in the preface above.

**"Cash"** means cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

**"Change in Control"** means an event or transaction whereby (i) any Person other than the beneficial owners of the the applicable party acquires, directly or indirectly, the beneficial ownership (as defined in Section 13(d) of the Exchange Act) of any voting security of any of the applicable party and immediately after such acquisition such Person is, directly or indirectly, the beneficial owner of voting securities representing 50% or more of the total voting power of all the then-outstanding voting securities of the applicable party entitled to vote in the election of the directors of the applicable party; (ii) the shareholders of the applicable party approve a merger, consolidation, recapitalization or reorganization of the applicable party, or a reverse stock split of outstanding voting securities and such action is consummated, or consummation of any such transaction if stockholder approval is not obtained, other than any such transaction that would result in at least 50% of the total voting power of the applicable party represented by the voting securities of the surviving entity outstanding immediately after such transaction being beneficially owned by persons who were stockholders of outstanding voting securities immediately prior to the transaction; and (iii) the stockholders of the applicable party shall approve a plan of liquidation, dissolution or winding up of such party, or an agreement for the sale or disposition of all or substantially all of the total assets of the applicable party.

**"Closing"** has the meaning set forth in §2(d) below.

**"Closing Date"** has the meaning set forth in §2(d) below.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" with respect to the Division means any information related to the business of the Division (including any products, processes, know-how, designs, formula, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and includes information of the Division, any of the Selling Parties with respect to the Division, and their affiliates, clients, suppliers, joint venturers, licensors, licensees, distributors and other persons, entities with whom Division does business, and any successors or assigns. Confidential Information includes, without limitation, ideas, research and development, marketing materials, customer lists and contacts, pricing and cost information, financial information, business plans and strategies, lists of potential customers, contracts, technical data, designs, computer programs, data bases, source codes, other original works of authorship, related information, and reproductions thereof.

"Confidential Information" with respect to the Selling Parties means any information related to the business of the Selling Parties other than the business of the Division (including any products, processes, know-how, designs, formula, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and includes information of the Selling Parties, and their affiliates, clients, suppliers, joint venturers, licensors, licensees, distributors and other persons, entities with whom Selling Parties does business, and any successors or assigns. Confidential Information includes, without limitation, ideas, research and development, marketing materials, customer lists and contacts, pricing and cost information, financial information, business plans and strategies, lists of potential customers, contracts, technical data, designs, computer programs, data bases, source codes, other original works of authorship, related information, and reproductions thereof.

"Deferred Intercompany Transaction" has the meaning set forth in Reg. §1.1502-13.

"Disclosure Schedule" has the meaning set forth in §3 below.

"Division" means the domain services group of the Seller.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in ERISA §3(3)) and any other [material] employee benefit plan, program or arrangement of any kind.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA §3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA §3(k).

"Environmental, Health, and Safety Requirements" shall mean all federal, state, local and foreign statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials,

substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity that is treated as a single employer with any of the Selling Parties for purposes of Code §414.

"Financial Statement" has the meaning set forth in §3(f) below.

"FIRPTA Affidavit" has the meaning set forth in §7(a) below.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Hostcentric Stockholder" means any Person who or which holds any common or preferred stock in Hostcentric.

"Income Tax" means any federal, state, local, or foreign income tax, including any interest, penalty, or addition thereto, whether disputed or not.

"Income Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Income Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Indemnified Party" has the meaning set forth in §8(d) below.

"Indemnifying Party" has the meaning set forth in §8(d) below.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto. (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and Confidential Information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

"Knowledge" means actual knowledge without independent investigation, and when used with respect to the Selling Parties, it refers to each of the Selling Parties, individually and collectively.

"Lease Consents" has the meaning set forth in §7(a) below.

**"Leased Real Property"** means the real property at 2261 Morello Ave., Suites B and C, Pleasant Hill, CA 94523, and all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in that real property held by the Division.

**"Leases"** means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which the Division, or any of the Selling Parties with respect to the Division, holds any Leased Real Property.

**"Material Adverse Effect"** means a material adverse effect on the business, operations, properties, assets or condition (financial or otherwise) of the Division.

**"Material Leased Real Property"** has the meaning set forth in §7(a) below.

**"Most Recent Balance Sheet"** means the balance sheet contained within the Most Recent Financial Statements.

**"Most Recent Financial Statements"** has the meaning set forth in §3(f) below.

**"Most Recent Fiscal Month End"** has the meaning set forth in §3(f) below.

**"Most Recent Fiscal Year End"** has the meaning set forth in §3(f) below.

**"Multiemployer Plan"** has the meaning set forth in ERISA §3(37).

**"Ordinary Course of Business"** means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

**"Party"** and **"Parties"** have the meaning set forth in the preface above.

**"PBGC"** means the Pension Benefit Guaranty Corporation.

**"Permitted Encumbrances"** means with respect to each parcel of Real Property: (a) real estate taxes, assessments and other governmental levies, fees or charges imposed with respect to such Real Property which are not due and payable as of the Closing Date or which are being contested in good faith, for which adequate reserves have been established in accordance with GAAP and which reserves are included in the Purchased Assets; (b) mechanics liens and similar liens for labor, materials or supplies provided with respect to such Real Property incurred in the ordinary course of business for amounts which are not due and payable and which would not, individually or in the aggregate, have a material adverse effect on the business of the Division as currently conducted thereon; (c) zoning, building codes and other land use laws regulating the use or occupancy of such Real Property or the activities conducted thereon which are imposed by any governmental authority having jurisdiction over such Real Property which are not violated by the current use or occupancy of such Real Property or the operation of the business of the Division as currently conducted thereon; and (d) easements, covenants, conditions, restrictions and other similar matters of record affecting title to such Real Property which do not or would not materially impair the use or occupancy of such Real Property in the operation of the business of the Division as currently conducted thereon.

**"Person"** means an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

**"Prohibited Transaction"** has the meaning set forth in ERISA §406 and Code §4975.

**"Purchase Price"** has the meaning set forth in §2(c) below.

**"Real Property"** has the meaning set forth in §3(k) below.

**"Real Property Laws"** has the meaning set forth in §3(k) below.

**"Reportable Event"** has the meaning set forth in ERISA §4043.

**"Securities Act"** means the Securities Act of 1933, as amended.

**"Securities Exchange Act"** means the Securities Exchange Act of 1934, as amended.

**"Security Interest"** means any mortgage, pledge, lien, encumbrance, charge, or other security interest, *other than* (a) mechanic's, materialmen's, and similar liens, (b) liens for taxes not yet due and payable or for taxes that the taxpayer is contesting in good faith through appropriate proceedings, (c) purchase money liens and liens securing rental payments under capital lease arrangements, and (d) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

**"Seller"** and **"Selling Parties"** have the meaning set forth in the preface above.

**"Seller Stockholder"** means any Person who or which holds any share of common or preferred stock in Seller.

**"Subsidiary"** means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

**"Tax"** means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), Medicare, Medi-Cal, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

**"Tax Return"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**"Third Party Claim"** has the meaning set forth in §8(d) below.

## 2. **Basic Transaction.**

(a) **Purchase and Sale of Assets.** On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell, transfer, convey, and deliver to the Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this §2.

(b) Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, the Buyer agrees to assume and become responsible for all of the Assumed Liabilities at the Closing. The Buyer will not assume or have any responsibility, however, with respect to any other obligation or liability of the Division or Selling Parties not included within the definition of Assumed Liabilities.

(c) Purchase Price.

REDACTED

(d) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Dodd, Futterman & Dupree LLP, 351 California St., Suite 1100, San Francisco, California, commencing at 9:00 a.m. local time on March 5, 2002, following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby.

(e) Deliveries at the Closing. At the Closing, (i) the Seller will deliver to the Buyer the various certificates, instruments, and documents referred to in §7(a) below; (ii) the Buyer will deliver to the Seller the various certificates, instruments, and documents referred to in §7(b) below; (iii) the Seller will execute, acknowledge (if appropriate), and deliver to the Buyer (A) assignments (including real property, customer contracts, and Intellectual Property transfer documents) in the forms attached hereto as Exhibits C-1 through C-3 and (B) bill of sale and such other instruments of sale, transfer, conveyance, and assignment as the Buyer and its counsel reasonably may request; and (iv) the Buyer will deliver to the Seller the consideration specified in §2(c) above.

(f) Allocation. The Parties agree to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for all purposes (including financial accounting and tax purposes) in accordance with the allocation schedule attached hereto as Exhibit D.

(g) Purchase Price Adjustment. The Purchase Price shall be adjusted in accordance with Exhibit E, hereto.

3. Representations and Warranties of the Seller and Hostcentric. The Selling Parties each represent and warrant to the Buyer that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3), except as set forth in the disclosure schedule accompanying this Agreement and initialed by the Parties (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §3.

(a) Organization of the Selling Parties. Each of the Selling Parties are corporations duly organized, validly existing, and in good standing under the laws of the jurisdiction of their respective incorporation.



(b) Authorization of Transaction. Each of the Selling Parties has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. Without limiting the generality of the foregoing, the board of directors of each of the Selling Parties, and the Seller Stockholders, have duly authorized the execution, delivery, and performance of this Agreement by the Selling Parties. Approval of the Hostcentric Stockholders to enter into the transaction contemplated by this Agreement is not required in order for this Agreement to be legally valid and binding upon each of the Selling Parties. The Acquired Assets do not constitute all or substantially all the assets of either of the Selling Parties. This Agreement constitutes the valid and legally binding obligation of each of the Selling Parties, enforceable in accordance with its terms and conditions. Recent resolutions adopted by the boards of directors of each of the Selling Parties, and resolutions adopted by the Seller Stockholders to approve this Agreement and the transactions contemplated hereby in all respects, and copies of such resolutions, certified by the Secretary or Assistant Secretary of each of the Selling Parties as being in full force and effect on the date hereof, are attached hereto as Exhibit F. Exhibit F-1 contains true and correct copies of the executed (i) Amended and Restated Certificate Of Incorporation of Hostcentric, Inc., (ii) Amended and Restated Stockholders Agreement, dated as of December 22, 2000 among Hostcentric, Inc. and its Stockholders, (iii) Restated Bylaws of Hostcentric, Inc., (iv) the Articles of Incorporation of Hostcentric Technologies, Inc., the (v) Bylaws of Hostcentric Technologies, Inc., and (vii) any and all shareholder and/or voting agreements with respect to any of the Selling Parties. All of the documents listed in the preceding sentence are in full force and effect on the date hereof, and have not been superseded or amended in any way.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in §2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which either of the Selling Parties, or any of their affiliated legal entities is subject or any provision of the charter or bylaws of either of the Selling Parties or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which either of the Selling Parties, or any of their affiliated legal entities is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets), except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or Security Interest would not have a material adverse effect on the business, financial condition, operations, results of operations, or future prospects of the Division or on the ability of the Parties to consummate the transactions contemplated by this Agreement. Except as may be required with respect to the transfer of registrar status, none of the Selling Parties, or any of their affiliated legal entities needs to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in §2 above), except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the business, financial condition, operations, results of operations, or future prospects of the Division or on the ability of the Parties to consummate the transactions contemplated by this Agreement.

(d) Brokers' Fees. Neither of the Selling Parties has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Buyer could become liable or obligated. The Division has no liability

or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(e) **Title to Assets.** The Seller has good and marketable title to, or a valid leasehold interest in, all the Acquired Assets, free and clear of any Security Interest or restriction on transfer.

(f) **Financial Statements.** Attached hereto as Exhibit G are the following financial statements (collectively the "**Financial Statements**"): (i) consolidated balance sheets and statements of income, and cash flow as of and for the fiscal years ended December 31, 2000 (audited), and December 31, 2001 (unaudited), (the "**Most Recent Fiscal Year End**") for Hostcentric (the 12/31/01 financial statements shall also include information showing the discrete financial performance of the Division); and (ii) unaudited consolidated balance sheets and statements of income, and cash flow (the "**Most Recent Financial Statements**") as of and for the month ended January 31, 2002 (the "**Most Recent Fiscal Month End**") for Hostcentric, and showing the discrete financial performance of the Division. The Financial Statements (including the notes thereto) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby and present fairly the financial condition of Hostcentric, as of such dates and the results of operations of Hostcentric for such periods, are correct and complete, and are consistent with the books and records of Hostcentric; *provided, however*, that the Most Recent Financial Statements are subject to normal year-end adjustments (which will not be material individually or in the aggregate) and lack footnotes and other presentation items.

(g) **Events Subsequent to Most Recent Fiscal Year End.** To the Knowledge of each of the Selling Parties, since the Most Recent Fiscal Year End, there has not been any material adverse change in the business, financial condition, operations, results of operations, or future prospects of the Division taken as a whole. Without limiting the generality of the foregoing, since that date, to the Knowledge of each of the Selling Parties:

(i) None of the Selling Parties with respect to the Division, has sold, leased, transferred, or assigned any material assets, tangible or intangible, outside the Ordinary Course of Business;

(ii) None of the Selling Parties with respect to the Division, has entered into any material agreement, contract, lease, or license outside the Ordinary Course of Business;

(iii) No Party (including any of the Selling Parties with respect to the Division) has accelerated, terminated, made material modifications to, or cancelled any material agreement, contract, lease, or license to which the Division, or either of the Selling Parties with respect to it, is a party or by which it is bound;

(iv) None of the Selling Parties with respect to the Division, has had imposed on it any Security Interest upon any of its assets, tangible or intangible;

(v) None of the Selling Parties with respect to the Division, has made any material capital expenditures outside the Ordinary Course of Business;

(vi) None of the Selling Parties with respect to the Division, has made any material capital investment in, or any material loan to, any other Person outside the Ordinary Course of Business;

(vii) None of the Selling Parties with respect to the Division, has created, incurred, assumed, or guaranteed any indebtedness for borrowed money and capitalized lease obligations;

(viii) None of the Selling Parties with respect to the Division, has granted any license or sublicense of any material rights under or with respect to any Intellectual Property used by the Division;

(ix) None of the Selling Parties with respect to the Division, has experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

(x) None of the Selling Parties with respect to the Division, has made any loan to, or entered into any other transaction with, any of the directors, officers, and employees of the Selling Parties or their affiliated entities outside the Ordinary Course of Business;

(xi) None of the Selling Parties with respect to the Division, has entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement; and

(xii) None of the Selling Parties with respect to the Division, has, individually or jointly, committed to any of the foregoing.

(h) Undisclosed Liabilities. To the Knowledge of any of the Selling Parties, there is no material liability concerning the Division (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for taxes), except for (i) liabilities set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (ii) liabilities that have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business.

(i) Legal Compliance. To the Knowledge of the Selling Parties, the Division and the Selling Parties with respect to the Division, have complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply, except where the failure to comply would not have a material adverse effect on the business, financial condition, operations, results of operations, or future prospects of the Division.

(j) Tax Matters.

(i) The Selling Parties have filed all Tax Returns that were required to be filed. All such Tax Returns were correct and complete in all material respects. All Taxes due and payable by any of the Division and the Selling Parties (whether or not shown on any Tax Return) have been paid. None of the Division and the Selling Parties is the beneficiary of any extension of time within which to file any Tax Return. No notice of any Tax liability of any of the Division and the Selling Parties, whether pending or threatened, has been received.

(ii) §3(j) of the Disclosure Schedule lists all federal, state, local, and foreign Tax Returns filed concerning any of the Division, or Selling Parties with respect to the Division,

for taxable periods ended on or after April 5, 2000; none of such Tax Returns have been audited or currently are the subject of audit. The Seller has delivered to the Buyer correct and complete copies of all federal and California Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by any of the Division and the Selling Parties since April 5, 2000. None of the Division and Selling Parties has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(iii) None of the Selling Parties has filed a consent under Code §341(f) concerning collapsible corporations. None of the Selling Parties has made any material payments, is obligated to make any material payments, or is a party to any agreement that under certain circumstances could obligate it to make any material payments that will not be deductible under Code §280G. None of the Selling Parties has been a United States real property holding corporation within the meaning of Code §897(c)(2) during the applicable period specified in Code §897(c)(1)(A)(ii). None of the Selling Parties is a party to any tax allocation or sharing agreement. Neither Hostcentric nor any of its affiliated legal entities (A) has been a member of an Affiliated Group filing a consolidated federal Income Tax Return (other than a group the common parent of which was Hostcentric) or (B) has any liability for the taxes of any Person (other than any of Hostcentric and its affiliated legal entities) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(iv) The unpaid Taxes of the Selling Parties (A) did not, as of the Most Recent Fiscal Month End, exceed by any material amount the reserve for Tax liability (rather than any reserve for deferred taxes established to reflect timing differences between book and tax income) set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (B) will not exceed by any material amount that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of the Selling Parties in filing their Tax Returns.

(k) Real Property.

(i) Neither the Division, nor either of the Selling Parties with respect to the Division, owns any real property.

(ii) §3(k)(ii) of the Disclosure Schedule sets forth the address of each parcel of Leased Real Property. To the Knowledge of the Selling Parties, the Buyer has a true and complete copy of each Lease document for the Leased Real Property. To the Knowledge of each of the Selling Parties, there are no oral leases concerning the Division. Except as set forth in §3(k)(ii) of the Disclosure Schedule, with respect to each of the Leases, no property is leased from any affiliate of the Selling Parties or any Hostcentric Stockholder, each such Lease is legal, valid, binding and enforceable. To the Knowledge of each of the Selling Parties, except as may be known to Bura, no such Lease is in breach or default, and each such Lease is in full force and effect in accordance with its respective terms. To the Knowledge of each of the Selling Parties, except as may be known to Bura no security deposit or portion thereof deposited with respect to such Lease has been applied in respect of a breach or default under such Lease that has not been redeposited in full. To the Knowledge of each of the Selling Parties, except as may be known to Bura, neither the Division nor any of the Selling Parties has subleased, licensed or otherwise granted any Person the right to use or occupy such

Leased Real Property or any portion thereof, or has collaterally assigned or granted any other security interest in such Lease or any interest therein.

(1) Intellectual Property.

(i) No Infringement. To the Knowledge of the Selling Parties, neither the Division nor the Selling Parties with respect to the Division has interfered with, infringed upon, misappropriated, or violated any Intellectual Property rights of third parties in any material respect. None of the Selling Parties has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Division or either of the Selling Parties with respect to the Division must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of the Selling Parties, no third party has interfered with, infringed upon, misappropriated, or violated any material Intellectual Property rights of the Division or Selling Parties with respect to the Division in any respect.

(ii) Trademarks, Trade Names and Copyrights. To the Knowledge of the Selling Parties, §3(1)(ii) of the Disclosure Schedule identifies each trademark, trade name or unregistered trademark, service mark, corporate name, Internet domain name, copyright and material computer software item used by any of the Division and Selling Parties in connection with any of Division's business. With respect to each item of Intellectual Property required to be identified in §3(1)(ii) of the Disclosure Schedule, to the Knowledge of each of the Selling Parties: (A) the Division and/or the Selling Parties possess all right, title, and interest in and to the item, free and clear of any Security Interest, license, or other restriction; (B) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge; (C) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Selling Parties is threatened that challenges the legality, validity, enforceability, use, or ownership of the item; (D) none of the Division and Selling Parties has ever agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item; and (E) no loss or expiration of the item is threatened, pending, or reasonably foreseeable. Without limiting any of the foregoing, the Selling Parties warrant and acknowledge that as part of this Agreement, they are transferring to Buyer all right, title and interest, in perpetuity, to the names "Alldomains" and "Alldomains.com," "Alldomains.com, Inc.," and any similar names, "D-Gear" and any similar names, and that they have not granted, transferred or licensed any rights to use or own any such names to any third parties.

(iii) License. To the Knowledge of the Selling Parties, §3(1)(iii) of the Disclosure Schedule identifies each material item of Intellectual Property that any third party owns and that the Division uses pursuant to license, sublicense, agreement, or permission provided to the any of the Division and the Selling Parties. To the Knowledge of the Selling Parties, the Seller has delivered to the Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date). To the Knowledge of the Selling Parties, with respect to each item of Intellectual Property required to be identified in §3(1)(iii) of the Disclosure Schedule: (A) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect in all material respects; (B) no party to the license, sublicense, agreement, or permission is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default or permit termination, modification, or acceleration thereunder; (C) no party to the license, sublicense, agreement, or permission has

repudiated any material provision thereof; and (D) no sublicense or similar right with respect to the license, sublicense, agreement, or permission has been granted.

(m) **Tangible Assets.** Except as expressly set forth in this Agreement, the Selling Parties expressly disclaim any other representation and warranty of any kind or nature, express or implied, as to the condition, value or quality of the tangible personal property acquired by Buyer pursuant to this Agreement. Except as expressly set forth in this Agreement, such tangible personal property shall be transferred to Buyer "AS IS" and "WHERE IS."

(n) **Customers.** Any customer of the Division and/or of any of the Selling Parties that is consuming both hosting and domain services shall be considered a "Mutual Customer" subject to the following terms. A Mutual Customer is a "Primary Mutual Customer" of the party with which it first contracted for services, so that if such customer first contracted for hosting services it is a Primary Mutual Customer of the Selling Parties, and if such customer first contracted for domain services it is a Primary Mutual Customer of the Division. A Primary Mutual Customer of the Division shall be considered a Primary Mutual Customer of the Buyer at Closing.

(o) **Contracts.** To the Knowledge of the Selling Parties, §3(o) of the Disclosure Schedule lists the following contracts and other agreements to which the Division is a party, and/or to which any of the Selling Parties is a party concerning the Division:

(i) any agreement (or group of related agreements) for the lease of all servers listed on Exhibit A, and any written warranties concerning such servers;

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

(iii) any agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation under which it has imposed a Security Interest on any of its assets, tangible or intangible;

(iv) any material agreement concerning confidentiality or noncompetition;

(v) any material agreement involving any of the Selling Parties and Hostcentric Stockholders;

(vi) any collective bargaining agreement;

(vii) any agreement for the employment of any individual on a full-time, part-time, consulting, or other basis, excluding any such agreements signed by Bura, if any;

(viii) any agreement under which the consequences of a default or termination could have a material adverse effect on the business, financial condition, operations, results of operations, or future prospects of the Division; or

(ix) any other agreement (or group of related agreements) the performance of which involves consideration in excess of \$500, other than any such agreement signed by Bura, if any.

The Seller has delivered to the Buyer a correct and complete copy of each written agreement listed in §3(o) of the Disclosure Schedule (as amended to date) and a written summary setting forth the material terms and conditions of each oral agreement referred to in §3(o) of the Disclosure Schedule, if any. With respect to each such agreement, to the Knowledge of any of the Selling Parties: (A) the

agreement is legal, valid, binding, enforceable, and in full force and effect in all material respects; (B) no party is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; and (C) no party has repudiated any material provision of the agreement.

(p) Notes and Accounts Receivable. To the Knowledge of the Selling Parties, all notes and accounts receivable of the Division, and/or of any of the Selling Parties with respect to the Division, are reflected properly on their books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of the Division, and/or of the Selling Parties with respect to the Division.

(q) Powers of Attorney. There are no material outstanding powers of attorney executed on behalf of any of the Division, or on behalf of any of the Selling Parties with respect to the Division, except as may any such powers of attorney executed by Bura, if any.

(r) Litigation. §3(r) of the Disclosure Schedule sets forth each instance in which any of the Division, and Selling Parties with respect to the Division (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is a party or, to the Knowledge of any of the Selling Parties, is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

(s) Employees. To the Knowledge of the Selling Parties, no executive, key employee, or significant group of employees working for the Division plans to terminate employment during the next twelve (12) months, and neither the Division, nor either of the Selling Parties with respect to the Division, has committed any material unfair labor practice.

(t) Employee Benefits. §3(t) of the Disclosure Schedule lists each Employee Benefit Plan that any of the Division, and the Selling Parties with respect to the Division, maintains or to which any of the Division, and the Selling Parties with respect to the Division, contributes or has any obligation to contribute.

(i) Each such Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable laws.

(ii) The requirements of COBRA have been met in all material respects with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan subject to COBRA.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) which are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan which is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Closing Date which are not yet due have been made to each such Employee Pension

Benefit Plan or accrued in accordance with the past custom and practice of the Division, and the Selling Parties with respect to the Division. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(iv) Each such Employee Benefit Plan that is intended to meet the requirements of a "qualified plan" under Code §401(a) has received a determination from the Internal Revenue Service that such Employee Benefit Plan is so qualified.

(v) The market value of assets under each such Employee Benefit Plan which is an Employee Pension Benefit Plan (other than any Multiemployer Plan) equals or exceeds the present value of all vested and nonvested liabilities thereunder (determined in accordance with then current funding assumptions).

(vi) Neither the Division nor either of the Selling Parties with respect to the Division, maintains, contributes to or has an obligation to contribute to, or has any material liability or potential liability with respect to, any Employee Welfare Benefit Plan providing medical, health, or life insurance or other welfare-type benefits for current or future retired or terminated employees of the Division, and the Selling Parties with respect to the Division, (or any spouse or other dependent thereof) other than in accordance with COBRA.

(u) Guaranties. Except with respect to written guaranty that may have been signed by Bura, if any, neither the Division nor any of the Selling Parties with respect to the Division, is a guarantor or otherwise is responsible for any liability or obligation (including indebtedness) of any other Person.

(v) Environmental Matters. To the Knowledge of the Selling Parties, except as set forth in §3(v) of the Disclosure Schedule and as may arise directly from Bura's affirmative conduct, and except where any failure to comply, either singly or in the aggregate, has not had and will not have a Material Adverse Effect on the Division or its business, (i) the Division and the Selling Parties with respect to it have complied with and are in compliance with all Federal, state, local and foreign statutes (civil and criminal), laws, ordinances, regulations, rules, permits, judgments, orders and decrees applicable to it or any of its properties, assets, operations and businesses relating to environmental protection (collectively "Environmental Laws") including, without limitation, Environmental Laws relating to air, water, land and the generation, storage, use handling, transportation, treatment or disposal of Hazardous Wastes, Hazardous Materials and Hazardous Substances (as such terms are defined in any applicable Environmental Law), as well as petroleum and petroleum products (collectively "Hazardous Materials"), (ii) the Division and the Selling Parties with respect to it have obtained and adhered to all necessary environmental permits and other environmental approval necessary for the conduct of the Division's business, a list of all of such environmental permits and environmental approvals, if any, is set forth on §3(v) of the Disclosure Schedule, and has reported to the appropriate authorities, to the extent required by all Environmental Laws, all past and present sites owned and operated by the Division and the Selling Parties with respect to it where Hazardous Materials have been treated, stored, disposed of or otherwise handled, (iii) there have been no releases or threats of releases (as these terms are defined in Environmental laws) of any Hazardous Materials at, from, in or on any property owned or operated by the Division and either of the Selling Parties with respect to it, except as permitted by Environmental Laws, and (iv) there is no on-site or off-site location to which the Division or either of the Selling Parties with respect to it has transported or disposed of Hazardous Materials or arranged for the transportation of Hazardous



Materials which is the subject of any Federal, state, local or foreign enforcement action or any other investigation which could lead to any claim against the Division, Buyer or Selling Parties for any clean-up cost, remedial work, damage to natural resources, property damage or personal injury, including, but not limited to, any claim under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act or comparable state or local statutes or regulations

(x) Certain Business Relationships with the Division. None of the Hostcentric Stockholders, nor their Affiliates, owns any material asset, tangible or intangible, which is used in the business of the Division.

(y) Transfer for Value. The sale of the Division to Buyer is a transfer between a willing purchaser and a willing seller. The parties have negotiated the terms of the Agreement, including the Purchase Price, at arm's length, and the consideration furnished to Selling Parties by Buyer and Bura is reasonably equivalent to the value of the Acquired Assets at the time of the transfer. Prior to entering into this Agreement, the Selling Parties tried unsuccessfully to sell the Division to third parties, but despite these efforts were unable to elicit another firm offer to purchase the Division that offered greater value to the Selling Parties than the value received by them under this Agreement. The Selling Parties have not selected Buyer as a purchaser of the Division over any other interested potential buyer that has made a firm offer to purchase the Division.

(z) Bura's Conduct as Director and Officer. To the Knowledge of each of the Selling Parties, Bura has not taken any action, or omitted to take any action, that considered individually or as a whole, would constitute a breach of any fiduciary duties or duties of loyalty owed by Bura to any of the Selling Parties and/or their respective shareholders.

(aa) Disclosure. The representations and warranties contained in this §3 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this §3 not misleading.

4. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller that the statements contained in this §4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §4), except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §4.

(a) Organization of the Buyer. The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.

(b) Authorization of Transaction. The Buyer has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions.

(c) Brokers' Fees. The Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

(d) **Purchase Inquiries.** Buyer and Bura have disclosed to Hostcentric any and all inquiries, proposals or offers that either has received regarding the potential purchase of the Division or the Acquired Assets beginning April 5, 2000. Neither Buyer nor Bura has solicited, initiated, encouraged, discussed, or accepted any inquiry, proposal or offer for the purchase of the Division or the Acquired Assets, beginning April 5, 2000, other than as disclosed to Hostcentric and the transaction contemplated by this Agreement.

(e) **Disclosure.** Bura is not aware of any information, facts or circumstances unknown to Selling Parties that would make the representations and warranties made by the Selling Parties in Section 3 of this Agreement untrue as to any material fact, or which would render any omission of any material fact misleading.

5. **Pre-Closing Covenants.** The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

(a) **General.** Each of the Parties will use its reasonable best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in §7 below).

(b) **Notices and Consents.** The Selling Parties will give any notices to third parties, and the Selling Parties will use their best efforts to obtain any third party consents, that the Buyer may request in connection with the matters referred to in §3(c) above. Each of the Parties will give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in §3(c) and §4(c) above. In the event that transfer of the ICANN registrar status of the Division, or of any of the Selling Parties with respect to the Division, to Buyer cannot be accomplished prior to Closing, Selling Parties shall cooperate with Buyer in good faith after Closing to accomplish such transfer. If requested by Buyer, Selling Parties shall license and/or assign to Buyer, exclusively, irrevocably and in perpetuity, for the sum of one dollar (\$1.00), all the right, title and interest of all of the Selling Parties, their affiliated entities and respective stockholders, in such registrar status.

(c) **Operation of Business.** The Parties will not cause or permit the Division to engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business. Without limiting the generality of the foregoing, the Parties will not cause or permit the Division to engage in any practice, take any action, or enter into any transaction of the sort described in §3(g) above.

(d) **Preservation of Business.** The Parties will cause the Division to keep its business and properties substantially intact, including its present operations, physical facilities, working conditions, and relationships with lessors, licensors, suppliers, customers, and employees.

(e) **Full Access.** The Selling Parties will permit representatives of the Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Division, to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to the Division.

(f) **Notice of Developments.** Each Party will give prompt written notice to the other Party of any Material Adverse Development causing a breach of any of its own representations and warranties in §3 and §4 above. No disclosure by any Party pursuant to this §5(f), however, shall be deemed to amend or supplement the Disclosure Schedule or to prevent or cure any

misrepresentation, breach of warranty, or breach of covenant. The Selling Parties will further advise Buyer in advance of any intention to enter into any material agreement, transaction or modification to an existing agreement or transaction relating to the Division's business and assets.

(g) **Exclusivity.** Until the Closing, or any earlier date upon which Buyer decides not to proceed with the purchase contemplated in this Agreement, Selling Parties will not (and will not cause any of their representatives or advisors to) (i) solicit, initiate, encourage, discuss, accept, support or continue any inquiry, proposal or offer from any Person relating to the acquisition of any capital stock or other voting securities, or any of the assets of the Division (including any acquisition structured as a merger, consolidation, or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing.

(h) **Maintenance of Leased Real Property.** Neither of the Selling Parties will do anything to prevent the Division from maintaining the Leased Real Property, including all of the Improvements in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted, and shall not demolish or remove any of the existing Improvements, or erect new improvements on the Leased Real Property or any portion thereof, without the prior written consent of the Buyer.. Neither of the Selling Parties will cause or permit any Lease to be amended, modified, extended, renewed or terminated, or enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property with respect to the Division or its business, without the prior written consent of the Buyer.

(i) **Employees.**

(i) **Confidentiality and Non-Solicitation Obligations.** Selling Parties hereby assign to Buyer all of Selling Parties' rights with respect to (A) the obligations of employees of the Division, or of the Selling Parties with respect to the Division to keep confidential the trade secrets, proprietary and/or confidential information of the Division, or of the Selling Parties' with respect to the business of the Division, and (B) the obligations of such employees to refrain from soliciting, directly or indirectly, for employment current employees of the Division or the Selling Parties with respect to the Division.

(ii) Bura and Selling Parties shall enter into a mutual release substantially in the form of Exhibit H hereto.

6. **Post-Closing Covenants.** The Parties agree as follows with respect to the period following the Closing.

(a) **General.** In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as the other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under §8 below). Each of the Selling Parties acknowledge and agree that from and after the Closing the Buyer will be entitled to possession of all documents, books, records (including tax records), agreements, and financial data of any sort relating to the Division.

(b) **Litigation Support.** In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action,

failure to act, or transaction on or prior to the Closing Date involving the Division, the other Party will cooperate with the contesting or defending Party and its counsel in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under §8 below).

(c) Transition. Neither of the Selling Parties will take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of the Division or either of the Selling Parties with respect to the Division, from maintaining the same business relationships with the Buyer after the Closing as it maintained with the Division prior to the Closing.

(d) Confidentiality. Each of the Parties will treat and hold as such all of the Confidential Information of the other party, refrain from using any of such Confidential Information except in connection with this Agreement, and deliver promptly to the other party, or destroy, at the request and option of such other Party, all tangible embodiments (and all copies) of the Confidential Information of the other party which are in its possession. In the event that any of the Parties is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of another party to this Agreement, the party receiving such request or demand will notify the party to which such Confidential Information belongs promptly of the request or requirement so that such notified party may seek an appropriate protective order or waive compliance with the provisions of this §6(d). If, in the absence of a protective order or the receipt of a waiver hereunder, the party receiving such request or demand is, on the advice of counsel, compelled to disclose any such Confidential Information to any tribunal or else stand liable for contempt, such party may disclose the Confidential Information to the tribunal; *provided, however*, that the such disclosing party shall use its best efforts to obtain, at the request of the non-disclosing party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the non-disclosing party shall designate.

(e) Covenant Not to Compete. Except as set forth in §6(i) below, for a period of three years from and after the Closing Date, none of the Selling Parties will engage directly or indirectly in any business that the Division conducts as of the Closing Date in any geographic area in which the Division conducts that business as of the Closing Date; *provided, however*, that no owner of less than 1% of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in any of its businesses. If the final judgment of a court of competent jurisdiction declares that any term or provision of this §6(e) is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(f) Mutual Customers. Neither the Buyer on the one hand, nor either of the Selling Parties or their affiliates on the other hand, may market to the Primary Mutual Customer of the other party without the other party's written consent. This restriction shall not prevent or limit a party's ability to communicate with Primary Mutual Customers of another party as required to service their accounts. Further, the parties' obligations set forth in this paragraph concerning Mutual Customers

shall cease upon any Change in Control, merger or sale of a majority of the assets of Buyer or any of Selling Parties to non-affiliated Persons.

(g) Non-Solicitation of Employees. For a period of three years from the date of Closing, neither Buyer on the one hand, nor any of the Selling Parties, on the other hand, will directly or indirectly contact or solicit employees of the other party for the purpose of hiring them as employees or retaining them as independent contractors.

(h) Medical Plan. Effective no later than five weeks after Closing, Buyer shall establish a group health plan for the benefit of employees of the Division that are hired by Buyer, under which all waiting periods and pre-existing condition exceptions are waived for such employees. Buyer will offer such a plan to its employees, but does not guarantee that any employees will accept such offer.

(i) Post Closing Conduct of Business

(i) Except in the event of a Change in Control, merger or sale of a majority of the assets, bankruptcy, insolvency or assignment for the benefit of creditors of Buyer and/or any of the Selling Parties, Selling Parties shall (aa) provide to Buyer free collocation and bandwidth up to 5 MB for two racks and currently installed local loop for a period of one year beginning from the date of Closing, without limiting any SLAs or customer service; and (bb) use Buyer exclusively for all domain services required for any of the Selling Parties, or their customers, for a period of three years beginning from the date of Closing, provided Buyer's pricing and service is customary and competitive, excluding Selling Parties' existing SRS and CORE relationships.

(ii) Except in the event of a Change in Control, merger or sale of a majority of the assets, bankruptcy, insolvency or assignment for the benefit of creditors of Buyer and/or the Selling Parties, and contingent upon the performance of the Selling Parties under § 6(i)(i), Buyer shall (aa) continue to use Selling Parties' Hosting services, as set forth in § 6(i)(i)(aa), with adjustments for Buyer's required bandwidth (with minimum of 1 MB), for a period of one year, beginning one year after the Closing, but shall pay Selling Parties for such services, assuming pricing and service is customary and competitive; (bb) not perform any services or conduct any business in the area of Hosting (defined as all hosting services except D-Gear) for a period of three years from the date of Closing. Buyer shall not be restricted in any way from providing hosting services that are currently included in the D-Gear Suite of services. Provision of such services shall not constitute a violation of the terms of the Agreement including this §6; (cc) use good faith efforts to refer hosting customer inquiries that do not conflict with Buyer's D-Gear or domain services to Selling Parties, for a period of three years from the date of Closing; and (dd) use Selling Parties for Managed Services required by Buyer provided Seller and Hostcentric's pricing and service is customary and competitive, for a period of three years from the date of Closing.

(j) With respect to any monies received by any of the Selling Parties, or their representatives, arising out of or related to operations of the Division and/or the Buyer after the Closing, Selling Parties shall pay such monies immediately to Buyer, and shall provide Buyer with a daily cash report of all such monies.

(k) Selling Parties shall provide Buyer with the Most Recent Financial Statements, as defined in ¶3(f), specific to the operations of the Division through month-end and year-to-date February 28, 2002, and through Closing if later.

7. Conditions to Obligation to Close.

(a) Conditions to Obligation of the Buyer. The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in §3 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Selling Parties shall have performed and complied with all of their covenants hereunder in all material respects through the Closing;

(iii) the Selling Parties and the Division shall have procured all of the third party consents specified in §5(b) above;

(iv) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (C) affect adversely the right of the Buyer to own the Acquired Assets, to operate the former businesses of the Division, or (D) affect materially and adversely the right of the Buyer to own the Division's assets and to operate its businesses (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(v) the Selling Parties shall pay the remainder of any lease and other payments owed on Acquired Assets, including all servers listed in Exhibit A;

(vi) the Selling Parties shall have delivered to the Buyer a certificate to the effect that each of the conditions specified above in §7(a)(i)-(v) is satisfied in all respects;

(vii) the Buyer shall have received the resignations and/or confirmations of employment termination, effective as of the Closing, of each employee of any of Selling Parties who work in the Division ("Division Employees"), and all wages, as defined in California Labor Code § 200, due to such employees shall have been paid through the Closing on the Date of Closing; and

(viii) all actions to be taken by the Selling Parties in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Buyer;

(ix) If and when requested by Buyer, the Seller and Hostcentric shall deliver to the Buyer such non-foreign affidavits dated as of the Closing Date and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Internal Revenue Code so that the Buyer is exempt from withholding any portion of the Purchase Price thereunder (the "FIRPTA Affidavit");

(x) at or after the date of this Agreement, but prior to Closing, Buyer shall have received signed offer letters satisfactory to Buyer for the employment of the persons to whom Buyer has tendered such offers of employment.

(xi) Hostcentric shall have issued and delivered to Bura a new stock certificate for Hostcentric common shares reflecting Bura's ownership of 1,221,895 such shares effective at Closing.

The Buyer may waive any condition specified in this §7(a) if it executes a writing so stating at or prior to the Closing. Buyer's agreement to the Closing prior to the complete satisfaction of all conditions in this §7(a) shall not constitute a waiver of such conditions.

(b) Conditions to Obligation of the Seller. The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in §4 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(iii) the Buyer shall have delivered to the Seller a certificate to the effect that each of the conditions specified above in §7(b)(i)-(ii) is satisfied in all respects;

(iv) Bura will resign from the Board of Directors of Hostcentric effective at Closing.

(v) Bura shall have delivered to Hostcentric his stock certificate(s) for 2,221,895 Hostcentric Common shares, which shall be replaced with a new stock certificate as set forth in § 7(a)(xi) of this Agreement; and

(vi) all actions to be taken by the Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Seller.

The Seller may waive any condition specified in this §7(b) if it executes a writing so stating at or prior to the Closing.

(c) Condition Subsequent to Obligations of Buyer. Selling Parties shall satisfy all of the conditions set forth in §7(a) of this Agreement that are not satisfied as of the Closing Date, including delivery to Buyer of the original executed documentation of this Agreement (including exhibits hereto), extinguishment of all liens on the Acquired Assets, payment of all remaining lease obligations with respect to the servers described in §7(a)(v) of this Agreement, and payment to Division Employees of all accrued but unpaid wages, including commissions and PTO, earned through the Closing Date. Selling Parties shall deliver to Buyer a certificate to the effect that this condition is satisfied in all respects.

## 8. Remedies for Breaches of This Agreement.

(a) Survival of Representations and Warranties. All of the representations and warranties of the Selling Parties contained in this Agreement or the related agreements, or in any certificate, schedule or exhibit delivered hereto shall survive the Closing and continue in full force and effect for a period of six (6) months thereafter.

**(b) Indemnification Provisions for Benefit of the Buyer.**

**(i)** In the event that either of the Selling Parties (or any third party alleges facts that, if true, would mean either of the Selling Parties has breached) breaches any of its representations, warranties, and covenants contained in this Agreement, and, if there is an applicable survival period pursuant to §8(a) above, provided that the Buyer makes a written claim for indemnification against any of the Selling Parties pursuant to §10(g) below within such survival period, then the Selling Parties, jointly and severally, agree to indemnify the Buyer and Bura from and against the entirety of any Adverse Consequences the Buyer and/or Bura may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Buyer and/or Bura may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach (or alleged breach).

**(ii)** The Selling Parties, jointly and severally, agree to indemnify the Buyer and Bura from and against the entirety of any Adverse Consequences the Buyer and/or Bura may suffer resulting from, arising out of, relating to, in the nature of, or caused by:

**(A)** any liability of any of the Selling Parties which is not an Assumed Liability (including any liability of any of the Selling Parties that becomes a liability of the Buyer and/or Bura under any bulk transfer law of any jurisdiction, under any common law doctrine of de facto merger or successor liability, or otherwise by operation of law);

**(B)** any liability of the Division, and or of any of the Selling Parties with respect to the Division for unpaid Taxes with respect to any Tax year or portion thereof ending on or before the Closing Date (or for any Tax year beginning before and ending after the Closing Date to the extent allocable to the portion of such period beginning before and ending on the Closing Date); or

**(C)** any liability of any of the Division, and or of any of the Selling Parties with respect to the Division for unpaid Taxes of any Person (including the Seller, Hostcentric and any affiliated entities) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

**(D)** any liability, including attorney fees and costs of defense, arising out of or related to any claims, causes of action or charges made or brought by any Division Employee (as defined in §7(a)(vii) of this Agreement) arising out of or related to such Division Employee's employment by the Division, or by any of the Selling Parties, or the termination of such employment.

**(iii)** The Selling Parties, jointly and severally, agree to indemnify the Buyer and Bura from and against the entirety of any Adverse Consequences the Buyer and/or Bura may suffer resulting from, arising out of, relating to, in the nature of, or caused by (A) the existence of any security interests or liens asserted on any of the Acquired Assets, (B) the lease of all servers listed on Exhibit A, (C) operations of the Division prior to Closing; (D) the assignment of licenses from any of the Selling Parties to Buyer, excluding any assignment relating to ICANN registration;

**(c) Indemnification Provisions for Benefit of the Seller.** The Buyer agrees to indemnify the Selling Parties from and against the entirety of any Adverse Consequences the Selling Parties may suffer resulting from, arising out of, relating to, in the nature of, or caused by



any Assumed Liability, the breach of any of its representations and warranties in §4 of this Agreement, the operation of the Division after the Closing, and the registrar status from ICANN, but shall not indemnify Selling Parties for any liabilities arising out of or related to operation of the Division prior to Closing, or claims made after Closing that arise out of or relate to operation of the Division prior to Closing.

(d) Matters Involving Third Parties.

(i) If any third party shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against the other Party (the "Indemnifying Party") under this §8, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; *provided, however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(ii) The Indemnifying Party will have the right to assume the defense of the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party at any time within 15 days after the Indemnified Party has given notice of the Third Party Claim; *provided, however*, that the Indemnifying Party must conduct the defense of the Third Party Claim actively and diligently thereafter in order to preserve its rights in this regard; and *provided further* that the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim.

(iii) So long as the Indemnifying Party has assumed and is conducting the defense of the Third Party Claim in accordance with §8(c)(ii) above, (A) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably) unless the judgment or proposed settlement involves only the payment of money damages by the Indemnifying Party and does not impose an injunction or other equitable relief upon the Indemnified Party and (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).

(iv) In the event the Indemnifying Party does not assume and conduct the defense of the Third Party Claim in accordance with §8(c)(ii) above, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith) and (B) the Indemnifying Party will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, or relating to, the Third Party Claim to the fullest extent provided in this §8; and (C) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses).

(e) Determination of Adverse Consequences. The Parties shall make appropriate adjustments for tax consequences and insurance coverage and take into account the time cost of money (using the corporate base rate of interest announced from time to time by Wells Fargo Bank

as the discount rate) in determining Adverse Consequences for purposes of this §8. All indemnification payments under this §8 shall be deemed adjustments to the Purchase Price.

(f) Not Exclusive Remedy. The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable, or common law remedy any Party may have for breach of representation, warranty or covenant any Party may have with respect to the Division, or the transactions contemplated by this Agreement.

9. Termination.

(a) Termination of Agreement. Certain of the Parties may terminate this Agreement as provided below:

(i) the Buyer and the Selling Parties may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing (A) in the event either of the Selling Parties has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Buyer has notified the Selling Parties of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before March 22, 2002, by reason of the failure of any condition precedent under §7(a) hereof (unless the failure results primarily from the Buyer itself breaching any representation, warranty, or covenant contained in this Agreement); and

(iii) the Selling Parties may terminate this Agreement by giving written notice to the Buyer at any time prior to the Closing (A) in the event the Buyer has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Seller has notified the Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach, or (B) if the Closing shall not have occurred on or before March 22, 2002, by reason of the failure of any condition precedent under §7(b) hereof (unless the failure results primarily from the Seller itself breaching any representation, warranty, or covenant contained in this Agreement).

(b) Effect of Termination. If any Party terminates this Agreement pursuant to §9(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to the other Party (except for any liability of any Party then in breach).

10. Miscellaneous.

(a) Press Releases and Public Announcements. Each party will consult in advance with the other concerning the timing and content of any announcements, press releases and public statements concerning this Agreement and any other transactions contemplated hereby and will not make any such announcement, release or statement without the other's prior written consent (which shall not be unreasonably withheld); provided, however, that either Buyer or Selling Parties may make any public statement concerning the Agreement without the other party's consent, but with prior notification if, in the opinion of counsel for such party, such statement or announcement is required or advisable to comply with applicable law.

(b) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties, Bura, and their respective successors and permitted assigns.

(c) **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Without limiting the foregoing, to the extent that the terms of this Agreement differ in any way from the terms of any agreement between Bura and any of the Selling Parties that may survive the Closing, the terms of this Agreement shall govern.

(d) **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; *provided, however*, that the Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

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

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

(g) **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

*If to Seller and Hostcentric:*

Greg McKown  
Hostcentric, Inc.  
Three Riverway, Suite 1430  
Houston, TX 77056

*Copy to:*

Bill Gutermuth  
Bracewell & Patterson LLP  
711 Louisiana, Suite 2900  
Houston, TX 77002

*If to the Buyer:*

Chris Bura  
Alldomains.com, Inc.  
1547 Palos Verdes Mall, Suite 140  
Walnut Creek, CA 94596

*Copy to:*

Michael Futterman  
Dodd, Futterman & Dupree LLP  
351 California St., Suite 1100  
San Francisco, CA 94104

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any and all disputes arising out of or related to this Agreement shall be resolved in Contra Costa County Superior Court or the U.S. District Court for the Northern District of California, which shall be the exclusive venues for resolving such disputes. The Parties hereby consent to the jurisdiction of such courts.

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

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) Expenses. Each of the Parties and their respective shareholders will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

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

(m) Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) Tax Matters.

(i) Any agreement to which any of the Selling Parties is a party with respect to the Division regarding allocation or payment of taxes or amounts in lieu of taxes shall be deemed terminated at and as of the Closing.

(ii) The Selling Parties will be responsible for the preparation and filing of all Tax Returns for the Selling Parties for all periods as to which Tax Returns are due after the Closing Date relating to operations of the Division prior to Closing (including the consolidated, unitary, and combined Tax Returns for the Selling Parties that include the operations of the Division for any period ending on or before the Closing Date). The Selling Parties will make all payments required with respect to any such Tax Return; *provided, however,* that the Buyer, will reimburse the Selling Parties concurrently therewith to the extent any payment the Selling Parties make relates to the operations of any of the Division for any period beginning after the Closing Date.

(iii) The Buyer will be responsible for the preparation and filing of all Tax Returns for the Division for all periods as to which Tax Returns are due after the Closing Date relating to operations of the Division after the Closing (other than for Taxes with respect to periods for which the consolidated, unitary, and combined Tax Returns of the Selling Parties will include the operations of the Division). The Buyer will make all payments required with respect to any such Tax Return; *provided, however*, that the Selling Parties, jointly and severally, will reimburse the Buyer concurrently therewith to the extent any payment the Buyer is making relates to the operations of any of the Division for any period ending on or before the Closing Date.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ALLDOMAINS.COM, INC.

By:           *CeR*          

Date:   3/5  , 2002

Title:   President  

HOSTCENTRIC TECHNOLOGIES, INC.

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

Date: \_\_\_\_\_, 2002

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

HOSTCENTRIC, INC.

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

Date: \_\_\_\_\_, 2002

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

(iii) The Buyer will be responsible for the preparation and filing of all Tax Returns for the Division for all periods as to which Tax Returns are due after the Closing Date relating to operations of the Division after the Closing (other than for Taxes with respect to periods for which the consolidated, unitary, and combined Tax Returns of the Selling Parties will include the operations of the Division). The Buyer will make all payments required with respect to any such Tax Return; *provided, however*, that the Selling Parties, jointly and severally, will reimburse the Buyer concurrently therewith to the extent any payment the Buyer is making relates to the operations of any of the Division for any period ending on or before the Closing Date.

\*\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ALLDOMAINS.COM, INC.

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

Date: \_\_\_\_\_, 2002

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

HOSTCENTRIC TECHNOLOGIES, INC.

By: Jay Upham

Date: 3-5, 2002

Title: VP

HOSTCENTRIC, INC.

By: [Signature]

Date: 3-5, 2002

Title: CEO

## EXHIBIT A – ACQUIRED ASSETS

All assets, properties and business of the Division, of every kind, character and description, whether tangible, intangible, real, personal, or mixed, located at the Division's Pleasant Hill offices, 2261 Morello Ave., Suites B and C, Pleasant Hill, CA 94523

### Intellectual Property

The Intellectual Property listed below:

<b>Alldomains.com</b>	– USA	– Appl.# 78/042,373
<b>D-Cart</b>	– USA	– Appl.# 78/042,371
<b>D-Gear</b>	– USA	– Appl.# 78/042,370
<b>D-Spy</b>	– USA	– Appl.# 78/047,022
<b>D-Track</b>	– USA	– Appl.# 78/078,038

## ASSIGNMENT OF INTELLECTUAL PROPERTY INTERESTS

For value received pursuant to that certain Asset Purchase Agreement ("Agreement") by and among Alldomains.com, Inc., ("Buyer"), Hostcentric Technologies, Inc. and Hostcentric, Inc. ("Selling Parties" or "Assignors"), the Selling Parties hereby assign, transfer and convey all of their right, title and interest in and to (1) all Intellectual Property constituting Acquired Assets (as that term is defined in the Agreement), including all Intellectual Property identified in section 3(1)(i) of the Agreement and section 3(1)(ii) of the Disclosure Schedule of the Agreement, and (2) all Intellectual Property used or permitted to be used by Selling Parties, including all Intellectual Property identified in section 3(1)(iii) of the Agreement and section 3(1)(iii) of the Disclosure Schedule of the Agreement, (collectively referred to as "Intellectual Property Interests"), to Buyer ("Assignee").

1. Obligation of Assignee. By this Assignment, Assignors delegate to Assignee and Assignee agrees to assume and perform, all of Assignors' duties and obligations of performance of the Intellectual Property Interests due to be performed after the Closing Date (as that term is defined under the Agreement) of the Agreement.

2. Appointment of Attorney-in-Fact. Assignors irrevocably appoint Assignee as Assignors' agent (attorney-in-fact), which appointment is coupled with an interest, to make, demand, exercise, enforce, and in all other ways take any action or make any decision that Assignors may or can make or take regarding Assignors' rights under the Intellectual Property Interests.

3. Further Assurances. Assignors covenant that at any time and from time to time, on written request, Assignor will execute and deliver to Assignee any new or confirmatory instruments or documents that Assignee may reasonably request in order to fully give effect to this Assignment; and to protect Assignee's right, title, and interest in and to the Intellectual Property Interests or to otherwise realize or enjoy such rights in and to the Intellectual Property Interests.

4. Representations and Warranties. Assignors, to the best of their Knowledge (as defined in the Agreement), represent and warrant to Assignee that:

- (a) Assignors have the power and authority to enter into and carry out this Assignment;
- (b) Assignors have not previously assigned any of their rights to any Intellectual Property Interests;
- (c) Neither the execution nor the performance of this Assignment or any of the documents that may be executed under it violates any agreement, instrument, indenture, judgment, or other legal obligation by which Assignors may be bound; and



(d) The documents delivered to Assignee as constituting the Intellectual Property Interests are the true and complete agreements of Assignors with respect to the Intellectual Property Interests.

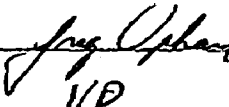
5. Successors. This Assignment shall be binding on and shall inure to the benefit of the respective successors and assigns of the parties to this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with California law.

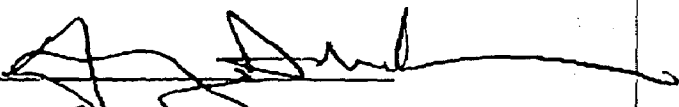
Dated: March 5, 2002

ASSIGNORS:

Hostcentric Technologies, Inc.

By:   
Its: VP

Hostcentric, Inc.

By:   
Its: CEO

ASSIGNEE: Alldomains.com, Inc.

By: Christopher J. Bura  
Its: President

(d) The documents delivered to Assignee as constituting the Intellectual Property Interests are the true and complete agreements of Assignors with respect to the Intellectual Property Interests.

5. Successors. This Assignment shall be binding on and shall inure to the benefit of the respective successors and assigns of the parties to this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with California law.

Dated: March 5, 2002

ASSIGNORS:

Hostcentric Technologies, Inc.

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

Its: \_\_\_\_\_

Hostcentric, Inc.

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

Its: \_\_\_\_\_

ASSIGNEE: Alldomains.com, Inc.



By: Christopher J. Bura

Its: President