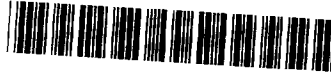


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OPR/FINANCE

TO: The Commissioner of Patents and Trademarks : Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non- Recordation)

Document ID # _____

Correction of PTO Error

Reel # _____ Frame # _____

Corrective Document

Reel # _____ Frame # _____

Attorney Docket No: 003617.P001

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other Contribution Agreement

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party (ies) Mark if additional names of conveying parties attached

Name	Zip	Execution Date
		Month Day Year
Name (1st party)	Zip2	12.23.99
Name (2nd party)		
Name (3rd party)		
Name (4th party)		

Receiving Party Mark if additional names of receiving parties attached

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

Name (line 1) MyWay.com Corporation

Name (line 2) _____

Address (line 1) 100 Brickstone Square

Address (line 2) _____

Address (line 3) Andover Massachusetts 01810

City State/Country Zip Code

Domestic Representative Name and Address Enter for the first Receiving Party only.

(Complete only if receiving party is not domiciled in the United States)

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (408) 720-8300

Name James H. Salter

Address (line 1) 12400 Wilshire Blvd.

Address (line 2) Seventh Floor

Address (line 3) Los Angeles, California

Address (line 4) 90025-1026

Pages

Enter the total number of pages of the attached conveyance document. # 16

Application Number (s) or Patent Number (s)

Mark if additional numbers attached

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

Patent Application Number (s)

Patent Number (s)

09/138,185 09/198,899 _____
09/282,751 _____
09/300,083 _____

Month Day Year

If this document is being filed together with a **new** Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a
U.S. Application Number has not been
assigned.

PCT _____ PCT _____ PCT _____
PCT _____ PCT _____ PCT _____

Number of Properties

Enter the total number of properties involved. # _____

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: # 02-2666

Authorization to charge additional fees: Yes No

Statement and Signature

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

Filed Under
37 C.F.R.
Section 1.34(a)
44,976

Lisa A. Norris

May 28, 2000

Name of Person Signing

Registration No.

Signature

Date

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of this 23rd day of December, 1999, is entered into by and among MyWay.com Corporation, a Delaware corporation ("MyWay" or the "Company"), CMGI, Inc., a Delaware corporation ("CMGI"), Compaq Computer Corporation, a Delaware corporation ("Compaq") and Digital Equipment Corporation, a Massachusetts corporation and wholly owned subsidiary of Compaq ("Digital").

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Securities Issuance and Rights Agreement dated as of December 8, 1999 by and among CMGI, MyWay, BellSouth Corporation, a Georgia corporation ("BellSouth"), and BellSouth.net Inc., a Delaware corporation (the "Securities Agreement"), a copy of which is attached hereto.

WITNESSETH:

WHEREAS, MyWay is a majority-owned subsidiary of CMGI;

WHEREAS, Digital is a substantial stockholder of CMGI;

WHEREAS, CMGI and Digital own, in the aggregate, all of the issued and outstanding shares of capital stock (the "Zip2 Shares") of Zip2 Corporation, a California corporation ("Zip2");

WHEREAS, MyWay and CMGI have entered into the Securities Agreement with BellSouth and certain of its affiliates (collectively, the "BellSouth Parties"), pursuant to which, at the Closing and among other things, (i) MyWay, CMGI and the BellSouth Parties would enter into a contractual Internet alliance covering a variety of operational and subscriber-related matters (the "BellSouth Internet Alliance"), and (ii) one or more of the BellSouth Parties would acquire a minority equity interest in MyWay (such arrangements, collectively, the "BellSouth Transactions");

WHEREAS, CMGI, MyWay and the BellSouth Parties desire that, in connection with the BellSouth Transactions and as contemplated by the Securities Agreement, all of the Zip2 Shares be contributed to MyWay in exchange for shares of Common Stock, par value \$.01 per share, of MyWay (the "MyWay Shares");

WHEREAS, Compaq and Digital desire (i) that the BellSouth Transactions be consummated and (ii) in connection therewith, to so contribute the Zip2 Shares held by Digital to MyWay in exchange for MyWay Shares, contemporaneously with the corresponding contribution to MyWay of the Zip2 Shares held by CMGI and substantially on the terms and conditions set forth herein; and

WHEREAS, the Parties intend that the contribution by CMGI and Digital of the Zip2 Shares and the contributions by the BellSouth Parties will constitute a transaction described in

Section 351 of the Code.

NOW, THEREFORE, for \$10.00 cash in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

Section 1. *Contribution by Digital.*

(a) In connection with the consummation of the BellSouth Transactions, at the Closing and on condition of and contemporaneously with such consummation and Closing (including, without limitation, on condition of and contemporaneously with the assignment, transfer, conveyance and delivery to MyWay by CMGI of all of the Zip2 Shares then held, of record or beneficially, by CMGI), Digital shall assign, transfer, convey and deliver to MyWay all of the Zip2 Shares then held, of record or beneficially, by Digital, free and clear of all Liens, against issuance by MyWay to Digital of 4,402,719 duly authorized, validly issued, fully paid and non-assessable MyWay Shares (as such number may be equitably adjusted for any stock dividend, stock split, subdivision, reclassification, recapitalization, combination, exchange or other similar transaction): provided that, in any event, the number of MyWay Shares so issued to Digital at the Closing shall be not less than 22.6% of the number of MyWay Shares similarly issued to CMGI in exchange for the corresponding assignment, transfer, conveyance and delivery to MyWay by CMGI of the Zip2 Shares then similarly held by CMGI.

(b) Each of Compaq and Digital represents and warrants, as of the date hereof and as of the Closing Date, to MyWay that Digital owns beneficially and of record 185 Zip2 Shares free and clear of all Liens. Digital shall not Transfer any of the Zip2 Shares owned by it to any other Person prior to the Closing.

Section 2. *Valuation Assumptions; Adjustment.* Each of the parties hereto acknowledges and agrees that the calculation of the number of MyWay Shares to be issued by MyWay to Digital pursuant to Section 1 hereof is based on the valuations, as of immediately prior to the contribution of the Zip2 Shares to MyWay by CMGI and Digital as contemplated herein (but after giving effect to the BellSouth Internet Alliance and such other BellSouth Transactions as are contemplated to occur prior to such contribution), of (i) MyWay at \$329 million, and (ii) Zip2 at \$218 million. In the event that, after the date hereof but prior to or at the Closing, the above valuations are adjusted or modified by agreement of CMGI, MyWay and the BellSouth Parties in connection with the BellSouth Transactions (whether by reason of any actual or alleged material adverse effect occurring with respect to any person or entity, or otherwise), the parties hereto agree that the number of MyWay Shares to be issued by MyWay to Digital pursuant to Section 1 hereof shall be correspondingly re-calculated and amended on the basis of such adjusted or modified valuations, subject in all instances to the proviso to Section 1 hereof.

Section 3. *Assignment of Certain Claims.* Further in connection with the consummation of the BellSouth Transactions, at the Closing and on condition of and contemporaneously with such consummation and Closing, CMGI shall assign to MyWay, MyWay shall accept the assignment to it by CMGI of, and Compaq, Digital and CMGI (including, without limitation, on

behalf of their respective affiliates) shall consent to such assignment by CMGI to MyWay (and acceptance by MyWay of such assignment) of, all of CMGI's right, title and interest in and to any and all claims for breach of representations or warranties, indemnification or similar monetary relief by Compaq and Digital arising under the Purchase and Contribution Agreement dated as of June 29, 1999 by and among Compaq Computer Corporation, Digital Equipment Corporation, Alta Vista Company, CMGI and Zoom Newco Inc. (as amended), to the extent (but only to the extent) such claims relate to the business, operations, assets, activities or securities of Zip2.

Section 4. *Documentation; Further Assurances.* Digital agrees to execute and deliver to MyWay such stock powers, instruments of transfer and other similar instruments, documents and other writings as may be necessary or desirable in connection with the assignment, transfer, conveyance and delivery by Digital of its Zip2 Shares to MyWay as contemplated by this Agreement, and as MyWay may reasonably request. MyWay agrees to execute and deliver to Digital such stock certificates, copies of stock ledger entries and other similar instruments, documents and other writings as may be necessary or desirable in connection with the issuance by MyWay to Digital of the MyWay Shares as contemplated by this Agreement, and as Digital may reasonably request. Each of the parties hereto agrees to execute and deliver such other instruments, documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 5. *Representations and Warranties of MyWay.* The Company represents and warrants to Digital that, except as set forth on a schedule setting forth the exceptions to the representations and warranties of the Company herein, executed and delivered by the Company as of the date hereof in connection herewith (the "MyWay Disclosure Schedule"):

Section 5.1. *Corporate Existence and Power.* The Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 5.2. *Corporate Authorization.* The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby are within its corporate powers and have been duly authorized by all necessary corporate action on the part of the Company. This Agreement constitutes a valid and binding agreement of the Company.

Section 5.3. *Governmental Authorization.* The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, any governmental body, agency or official other than (i) compliance with any applicable requirements of the HSR Act and (ii) compliance with any applicable requirements of the Exchange Act.

Section 5.4. *Noncontravention.* The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the Company's charter documents, (ii) assuming compliance with the matters referred to in Section 5.3, violate any applicable law, rule, regulation, judgment, injunction, order or decree, (iii) except as set forth on the MyWay Disclosure Schedule or as would not cause a Company Material Adverse Effect, and except for the consent of BellSouth.net pursuant to Section 7.10 of the Securities Agreement (which consent has been obtained by the Company prior to the Company's execution and delivery of this Agreement), require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Company or to a loss of any benefit to which the Company is entitled under any provision of any agreement or other instrument binding upon the Company or (iv) result in the creation or imposition of any Lien on any asset of the Company.

Section 5.5. *Litigation.*

(a) There is no action, suit, investigation or proceeding (or, to the knowledge of the Company, any basis therefor) pending against, or to the knowledge of the Company, threatened against or affecting, the Company or any of its respective properties before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

(b) There is no action, suit, investigation or proceeding (or to the knowledge of the Company, any basis therefor, to the extent that any such action, suit, investigation or proceeding thereon, would have a Company Material Adverse Effect) pending against, or to the Company's knowledge, threatened against or affecting, the Company or any of its properties before any court or arbitrator or any governmental body, agency or official.

Section 5.6. *Capitalization.*

(a) The authorized capital stock of the Company consists of (i) 95,000,000 shares of Company Common Stock and (ii) 5,000,000 shares of preferred stock, par value \$.01 per share, of which 2,000,000 shares have been designated Series A Convertible Preferred Stock (the "Series A Preferred Stock") and 2,500,000 shares have been designated Series B Convertible Preferred Stock (the "Series B Preferred Stock"). As of the date hereof, there are outstanding (i) 796,265 shares of Company Common Stock, (ii) stock options to purchase a total of 2,309,249 shares of Company Common Stock with a weighted-average exercise price of \$1.99 and a maximum exercise price of not greater than \$9.63, (iii) 3,865,735 shares of Company Common Stock reserved for issuance pursuant to stock options (whether or not granted), (iv) 800,000 shares of Series A Preferred Stock, (v) 1,532,451 shares of Series B Preferred Stock and (vi) the CMGI Loan in the aggregate principal amount of not more than \$14,335,497 which would, if it remains outstanding at all times after the date hereof and assuming solely the passage of time without the occurrence of any event affecting the price or other terms of conversion thereof, be

convertible, in the aggregate, into not more than 254,214 shares of Series B Preferred Stock as of December 31, 1999. As of the date hereof, CMGI owns no shares of Company Common Stock and all of the issued and outstanding shares of Series A Preferred Stock. Upon conversion of the CMGI Loan at or before the Closing as contemplated by Section 7.3 of the Securities Agreement, CMGI will own all of the issued and outstanding shares of Series B Preferred Stock.

(b) All outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth in this Section 5.6, and except for rights to acquire Equity Securities granted pursuant to the Securities Agreement, there are no outstanding shares of capital stock or voting securities of the Company, securities of the Company convertible into or exchangeable for shares of capital stock or voting securities of the Company, respectively, or options or other rights to acquire from the Company, or other obligation of the Company to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of the Company, respectively (collectively, the "Company Securities"). Except as set forth in the Securities Agreement, there are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any Company Securities.

Section 5.7. *Financial Statements; Related Information.* The Company Balance Sheet and the related unaudited consolidated statements of income and cash flows for the year ended July 31, 1999 and the unaudited interim consolidated balance sheet as of September 30, 1999 and the related unaudited interim consolidated statements of income and cash flows for the 2 months ended September 30, 1999 of the Company (all of which have been previously delivered to Compaq) fairly present, in conformity with generally accepted accounting principles applied on a basis consistent with past practices (except as may be indicated in the notes thereto), the consolidated financial position of the Company as of the dates thereof and its consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements).

Section 5.8. *No Undisclosed Material Liabilities.* There are no liabilities of the Company, whether accrued, contingent, absolute, determined, determinable or otherwise, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability, other than:

- (a) liabilities provided for in the Company Balance Sheet, or disclosed in the notes thereto, if any;
- (b) liabilities disclosed on the MyWay Disclosure Schedule; and
- (c) liabilities incurred since the date of the Company Balance Sheet in the ordinary course of business consistent with past practice.

Section 5.9. *Taxes.*

- (a) The Company (i) has properly and timely filed all material federal, state,

local and foreign income and other Tax returns required to be filed by it, paid all Taxes that were shown to be due on any such Tax returns and paid any penalties and interest assessed against it in connection with any such Tax returns, and (ii) all such Tax returns were true, correct and complete in all material respects.

(b) Any liabilities for Taxes asserted by the IRS (or the relevant state and local taxing authorities) have been satisfied or finally settled or accrued for on the Company's Balance Sheet. There is no material pending or, to the knowledge of the Company, threatened action, audit, proceeding, or investigation for the assessment or collection of Taxes of the Company. There has been no waiver or extension of any applicable statute of limitations for the assessment or collection of Taxes of the Company.

(c) All material Taxes that are required to be collected or withheld by the Company have been duly collected or withheld. All such material amounts that are required to be remitted to any taxing authority have been duly remitted.

(d) The Company has made available to Compaq or Digital for inspection all Tax returns filed by or with respect to the Company, and all portions of consolidated returns and unitary returns relating to it that have been requested in writing by Compaq or Digital.

(e) There are no Tax sharing agreements currently in effect between the Company and any other Person.

(f) The Company has not filed a separate federal income Tax return or been a member of an affiliated group of corporations, within the meaning of Section 1504(a) of the Code, other than the CMGI Group.

Section 5.10. *Accuracy and Completeness of Information.* The documents and information delivered to Compaq in connection herewith when read together do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided, however, that the Company makes no representation or warranty as to the accuracy or completeness of any financial projections provided to Compaq.

Section 5.11. *Real Property.*

(a) The Company owns no real property.

(b) The MyWay Disclosure Schedule lists all real property leased or subleased to or by the Company. The Company delivered to Compaq complete and accurate copies of the leases and subleases (as amended to date) listed on the MyWay Disclosure Schedule. With respect to each lease and sublease listed on the MyWay Disclosure Schedule:

(i) the lease or sublease is legal, valid, binding, enforceable and in full force and effect;

(ii) the lease or sublease will continue to be legal, valid, binding, enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing;

(iii) Neither the Company nor, to the knowledge of the Company, any other party, is in breach or violation of, or default under, any such lease or sublease, and, to the knowledge of the Company, no event has occurred, is pending or is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach or default by the Company or any other party under such lease or sublease; and

(iv) The Company has not assigned, transferred, conveyed, mortgaged, decded in trust or encumbered any interest in any such leasehold or subleasehold.

Section 5.12. *Employee Benefits and Labor.*

(a) The MyWay Disclosure Schedule lists each Employee Benefit Plan. To the knowledge of the Company, each such Employee Benefit Plan (and each related trust, insurance contract, or fund) (i) complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable laws, (ii) has been administered, operated and managed in accordance with its governing documents in all material respects, and (iii) has timely filed or distributed all reports and other documents required to be filed with any governmental agency or distributed to client participants or beneficiaries (including annual reports, Form 5500s, summary plan descriptions, actuarial reports, PBGC-1 Forms, or returns). No Employee Benefit Plan of the Company is a Multi-Employer Plan or a "defined benefit pension plan" subject to Title IV of ERISA. Neither the Company nor any entity that is a member of a group described in Sections 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the Company, has incurred or reasonably expects to incur any material liability under Title IV of ERISA, Section 301 of ERISA, or Sections 412 or 4971 of the Code. With respect to each Employee Benefit Plan of the Company, (i) no "prohibited transaction" as defined in Section 406 of ERISA or Section 4975 of the Code has occurred which could result in a material liability to the Company; and (ii) no transaction which would result in the imposition on any fiduciary employed by the Company of breach of fiduciary duty liability damages under Section 409 of ERISA, a civil penalty assessed pursuant to Section 502 of ERISA, or any excise tax under applicable provisions of the Code has occurred. With respect to each Employee Benefit Plan of the Company qualifying as a "group health plan" under Section 4980B of the Code or Section 607(1) or 609 of ERISA and related regulations (relating to the benefit continuation rights imposed by "COBRA" or qualified medical child support orders), the Company and each affiliated entity has complied in all material respects with all reporting, disclosure, notice, election and other benefit continuation and coverage requirements imposed thereunder. The Company does not have any obligations for post-retirement or post-employment benefits under any Employee Benefit Plan except as required by Section 601 of ERISA and Section 4980B of the Code or other applicable law. No litigation or claims (other than routine claims for benefits) are pending or, to the knowledge of the Company, threatened against or with respect to any of the Employee Benefit Plans of the Company or any fiduciary, administrator, or sponsor thereof.

(b) None of the employees of the Company is represented by any labor union, and there is no labor strike or other labor trouble pending with respect to the Company (including, without limitation, any organizational drive) or, to the best of the Company's knowledge, threatened.

Section 5.13. *Due Authorization of Shares.* The MyWay Shares to be issued by MyWay to Digital hereunder have been duly authorized and, when so issued, will be fully paid and non-assessable. Upon the issuance and delivery of such MyWay Shares to Digital hereunder, Digital will receive valid title to such MyWay Shares free and clear of any Lien of, or related to, the Company and any other limitation or restriction imposed by the Company (including any restriction on the right to vote, sell, or otherwise dispose of such MyWay Shares).

Section 5.14. *Absence of Certain Changes.* Since the Company Balance Sheet Date, the business of the Company has been conducted in the ordinary course consistent with past practices and there has not been:

(a) any event, occurrence, development or state of circumstances or facts which, individually or in the aggregate, has had or could reasonably be expected to have a Company Material Adverse Effect;

(b) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company, or any repurchase, redemption or other acquisition by the Company, of any outstanding shares of capital stock or other securities of the Company;

(c) any incurrence, assumption or guarantee by the Company of any indebtedness for borrowed money, other than (i) the CMGI Loan, or (ii) otherwise in the ordinary course of business and in amounts and on terms consistent with past practices; or

(d) any transaction or commitment made, or any contract or agreement entered into, amended or terminated by the Company relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by the Company of any contract or other right, in either case, material to the Company, other than (i) the Securities Agreement and the agreements, documents and transactions contemplated thereby or otherwise relating thereto, and (ii) in the ordinary course of business on terms consistent with past practices.

Section 5.15. *Company Material Contracts.*

(a) Except for the Securities Agreement and the agreements, documents and transactions contemplated thereby or otherwise relating thereto, the Company is not a party to or bound by, and none of the assets of the Company is covered by or subject to, any of the following (whether oral or written) (each a "Company Material Contract"):

(i) any partnership, joint venture or other similar agreement or arrangement;

- (ii) any agreement relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise);
- (iii) except for the CMGI Note, any agreement relating to indebtedness for borrowed money or the deferred purchase price of property in excess of \$250,000 (in either case, whether incurred, assumed, guaranteed or secured by any asset);
- (iv) any exclusive agreement or arrangement of the Company that limits the freedom of the Company to compete in any line of business or with any Person or in any area;
- (v) any agreement that comprises more than 10% of the annual revenues or 10% of the annual expenses of the Company; or
- (vi) any agreement with CMGI or any other CMGI Affiliate, one or more officers or directors of the Company or one or more officers or directors of CMGI or any other CMGI Affiliate.

(b) Each contract or agreement disclosed in the MyWay Disclosure Schedule or required to be disclosed pursuant to this Section 5.15 (each a "Company Disclosed Contract") is a valid and binding agreement of the Company, and is in full force and effect, and neither the Company nor, to the knowledge of the Company, any other party thereto is in default or breach in any material respect under the terms of any such contract or agreement, and, to the knowledge of the Company, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute any material event of default thereunder.

(c) True and complete copies of the Company Disclosed Contracts have previously been delivered to Compaq; provided, however, that if any Company Disclosed Contract contains a confidentiality restriction, then the Company shall use commercially reasonable efforts to (i) obtain a waiver of such confidentiality restriction from the appropriate party or (ii) provide such Company Disclosed Contract to Compaq in appropriately redacted form so as not to violate the relevant confidentiality restriction.

Section 5.16. *Compliance with Laws and Court Orders.* The Company has not violated and is not in violation of and, to the Company's knowledge, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of, any applicable law, rule, regulation, judgment, injunction, order or decree, except where such violation would not have a Company Material Adverse Effect.

Section 5.17. *Finders' Fees.* There is no investment banker, broker, finder or other intermediary which has been retained by, or is authorized to act on behalf of, the Company who might be entitled to any fee or commission upon consummation of the transactions contemplated by this Agreement.

Section 5.18. *Intellectual Property.*

(a) The Company, to its knowledge, owns or is licensed or otherwise has the right to use all of the Intellectual Property Rights used by it in its business, except where the lack of ownership, license or right to use any such Intellectual Property Rights would not have a Company Material Adverse Effect.

(b) The Company has not been a defendant in any action, suit, investigation or proceeding relating to, and has not been notified of, any alleged claim of infringement by it of any Intellectual Property Right of any other Person, and the Company has no knowledge of any other such infringement by it. The Company does not have any outstanding claim or suit for, and does not have any knowledge of, any continuing infringement by any other Person, of any Intellectual Property Rights owned by the Company (or with respect to which the Company has the right to enforce such Intellectual Property Rights against third parties).

(c) No Intellectual Property Right used by the Company in its business is, to its knowledge, subject to any outstanding judgment, injunction, order, decree or agreement restricting the use thereof by the Company or restricting the licensing thereof by the Company to any Person.

(d) None of the registered Intellectual Property Rights of the Company is the subject of any cancellation or reexamination proceeding or any other proceeding challenging their extent or validity. No opposition, extension of time to oppose, interference, rejection, or refusal to register has been received in connection with any registration application filed by the Company for an Intellectual Property Right.

Section 5.19. *Licenses and Permits.* The Company has all Company Permits required to carry on the business of the Company as now conducted except for those the absence of which would not have a Company Material Adverse Effect. The Company Permits are valid and in full force and effect and the Company is not in material default thereunder, and to the knowledge of the Company, no condition exists that with notice or lapse of time or both would constitute a material default under the Company Permits. None of the Company Permits will be terminated or materially impaired or become terminable, in whole or in material part, by its terms as a result of the transactions contemplated hereby.

Section 5.20. *Environmental Matters.*

(a) The Company has complied with applicable Environmental Laws. There is no pending or, to the Company's knowledge, threatened civil or criminal litigation, written notice of violation, formal administrative proceeding, or investigation, inquiry or information request by any Governmental Entity, relating to any Environmental Law involving the Company.

(b) The operations of the business of the Company has not resulted in the release of any Materials of Environmental Concern into the environment at any parcel of real property or any facility formerly or currently owned, operated or controlled by the Company. With respect to any such releases of Materials of Environmental Concern, the Company has given

all required notices to Governmental Entities (copies of which have been provided to Compaq).

(c) Set forth on the MyWay Disclosure Schedule is a list of documents (whether in hard copy or electronic form) that contain any environmental reports, investigations and audits relating to premises currently or previously owned, leased or operated by the Company, which were issued or conducted during the past five years, and which the Company has possession of or access to. A complete and accurate copy of each such document has been provided to Compaq.

(d) The Company is not aware of any material environmental liability of any solid or hazardous waste transporter or treatment, storage or disposal facility that has been used by the Company.

Section 5.21. *Year 2000 Compliance.* To the knowledge of the Company, all IT Materials are Year 2000 Compliant.

Section 6. *Compliance with HSR Act.* Notwithstanding anything to the contrary, the consummation of the transactions contemplated hereby shall, to the extent necessary, be postponed until such time as all applicable waiting periods under the HSR Act have expired or been terminated. Each of the parties hereto shall use its commercially reasonable efforts and shall cooperate with each other party hereto to make all filings and take all actions required under the HSR Act in connection herewith as promptly as practicable so as to allow, to the extent achievable, consummation of the transactions contemplated hereby contemporaneously with the Closing.

Section 7. *Closing Deliveries.* In connection with the issuance by MyWay of the MyWay Shares to Digital hereunder at the Closing, Compaq shall receive the following:

- (a) a copy of the fully executed Internet Alliance Agreement and the Trademark Agreement;
- (b) a certificate of the Secretary of State of the State of Delaware as to the legal existence and good standing of each of the Company and CMGI in Delaware;
- (c) a certificate of the Secretary of each of the Company and CMGI attesting to the incumbency of the officers of the Company and CMGI, the authenticity of the resolutions authorizing the transactions contemplated by this Agreement, and the authenticity and continuing validity of the charter documents (or other organization documents, if applicable) attached to such certificate;
- (d) an opinion of Hale and Dorr LLP, counsel for the CMGI Parties, in form and substance reasonably acceptable to Compaq (provided that such opinion shall be deemed to be reasonably acceptable to Compaq if it is substantially similar to the opinion delivered at the Closing to the BellSouth Parties with respect to the issuance of the First Shares and the Second Shares to BellSouth.net under the Securities Agreement).

Section 8. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission), shall be effective upon receipt, and shall be given to the parties hereto at their respective addresses set forth below (as the same may be modified by the relevant party by notice given in accordance with the provisions of this Section 6):

if to MyWay, to:

MyWay.com Corporation
100 Brickstone Square
Andover, MA 01810
Attention: General Counsel
Facsimile No.: (978) 684-3783

with a copy (which shall not constitute notice) to:

Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: Mark G. Borden, Esq.
Facsimile No.: (617) 526-5000

if to CMGI, to:

CMGI, Inc.
100 Brickstone Square
Andover, MA 01810
Attention: General Counsel
Facsimile No.: (978) 684-3601

with a copy (which shall not constitute notice) to:

Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: Mark G. Borden, Esq.
Facsimile No.: (617) 526-5000

if to Compaq or Digital, to:

Compaq Computer Corporation
20555 State Highway 249
Houston, TX 77070-2698
Attention: General Counsel

Facsimile No.: (978) 493-4222

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Beacon Street
Boston, MA 02108
Attention: Louis A. Goodman
Facsimile No.: (617) 573-4822

Section 9. *Amendments.* This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 10. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

Section 11. *Counterparts; Effectiveness; Facsimile Signatures.* This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth above.

MYWAY.COM CORPORATION

By: [Signature]
Name: Conry
Title: President CEO

CMGI, INC.

By: [Signature]
Name: David Andonian
Title: President, Corporate Development

COMPAQ COMPUTER CORPORATION

By: _____
Name: _____
Title: _____

DIGITAL EQUIPMENT CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as
the day and year set forth above.

MYWAY.COM CORPORATION

By: _____
Name: _____
Title: _____

CMGI, INC.

By: _____
Name: _____
Title: _____

COMPAQ COMPUTER CORPORATION

By: *William D. Stricker*
Name: William D. Stricker
Title: Senior Vice President,
Technology & Corporate
Development

DIGITAL EQUIPMENT CORPORATION

By: *Russell T. Wong*
Name: Russell T. Wong
Title: Vice President

- Sick and Excused Time Policy
- Holiday Policy
- Family Medical Leave Act Policy
- Leave of Absence Policy
- Bereavement Policy
- Military Leave Policy
- Jury Duty Policy
- Tuition Reimbursement Program
- CMGI, Inc. Savings; Retirement 401(k) Plan
- Planet Direct 1996 Equity Incentive Plan
- CMGI and Participating Subsidiaries Deferred Compensation Plan, as amended on December 1, 1998
- CMGI Stock Purchase Plan
- CMGI 1986 Stock Option Plan, as amended on March 12, 1999
- Executive Bonus Program

5.14 Absence of Certain Changes

1. The Company has entered into the Securities Agreement.
2. Zip2 and Alta Vista Company, a California corporation, have entered into a Business Separation Agreement effective as of October 19, 1999 confirming prior arrangements between Zip2 and Alta Vista relating to separation of their respective businesses.
3. The following transactions not in the ordinary course of business are anticipated to occur at or prior to the Closing:
 - In accordance with Section 2.1 of the Securities Agreement, on the Closing Date, the Company will acquire some or all of the Zip2 Shares.
 - At or before the Closing, the various transactions contemplated by Sections 7.3, 7.6, 7.7, 7.10 and 7.11 of the Securities Agreement will occur.

5.15 Company Material Contracts

- (a) Securities Agreement.
 - (a) (i) Except for any and all Affiliate Agreements, Sponsorship Agreements and other similar contractual arrangements.
 - (a) (iv)
- Internet Access Affiliate Agreement between the Company and Novus Services, Inc., dated as of February 26, 1998.