NETSCAPE COMMUNICATIONS CORPORATION
AND
BELL ATLANTIC INTERNET SOLUTIONS, INC.
OEM LICENSE AGREEMENT

NO. _____

This OEM License Agreement ("Agreement") is entered into by and between Netscape Communications Corporation, a Delaware corporation, with principal offices at 501 East Middlefield Road, Mountain View, CA 94043 ("Netscape"), and Bell Atlantic Internet Solutions, Inc., a Delaware corporation, with principal offices at 1880 Campus Commons Drive, Reston, VA 22091 ("Licensee").

WHEREAS, Licensee is developing an Internet Access services offering that will include as an integral component an Internet and World Wide Web browser service;

WHEREAS, Netscape has proprietary or remarketing rights to certain client and server computer software products;

WHEREAS, Licensee desires to use and distribute said client software, customized in accordance with the terms and conditions of this Agreement, and said server software, to affiliated entities for internal use and to customers in connection with said Internet Access services offering;

WHEREAS, Netscape wishes to grant to Licensee and Licensee desires to obtain certain license rights to such computer software products more particularly described below in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties, and obligations of the parties.

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "Attachment(s)" means the attachments to this Agreement which are attached hereto and incorporated herein:

1.1.1 Attachment A (Description of Netscape Products) which sets forth a description of each Netscape Product available to be licensed hereunder.

1.1.2 Attachment B (Pricing, Payment Schedules, Deliverables and Territory) which sets forth pricing for Licensee, payment schedules, specific items to be delivered to Licensee and the Territory.

1.1.3 Attachment C (Netscape's End User License Agreement) which sets forth Netscape's terms and conditions of licensing applicable to an End User. Attachment C-1 is the End User License Agreement for Client Products and Attachment C-2 is the End User License Agreement for Server Products.

1.1.4 Attachment D (OEM Maintenance and Support) which sets forth Netscape's and Licensee's maintenance and support obligations.

1.1.5 Attachment E (Licensee Services) which sets forth a description of the Licensee Services which will be bundled with the Netscape Products.

1.1.6 Attachment F (Enterprise Kit Description) which sets forth the elements of the user interface of the Client Products that are available to be customized.

1.1.7 Attachment G (Netscape's OEM Price Matrix) which sets forth the portion of Netscape's internal price list used to determine the per copy prices for Client Products and Server Products for OEM customers.

1.1.8 Attachment H (Authorized Reproduction Entities and Locations) which sets forth the entities authorized to reproduce the Netscape Products and the addresses where such reproduction may take place.

1.1.9 Attachment I (Confidential Information Subject Matter) which sets forth the type of Confidential Information which may be disclosed pursuant to Section 8.1.

1.2 "Client Products" means the executable version (but not the source code version) of Netscape's proprietary software programs set forth under the heading "Client Products" in Attachment A and any Updates thereto as may be provided by Netscape to Licensee pursuant to this Agreement.

1.3 "Derivative Work(s)" means a revision, modification, translation, abridgment, condensation or expansion of a Netscape Product or Documentation or any form in which a Netscape Product or Documentation may be recast, transferred, or adapted, which, if prepared without the consent of Netscape, would be a copyright infringement.

1.4 "Distributor" means any third party, including, without limitation, any Licensee Affiliate, appointed by Licensee pursuant to this Agreement to distribute the Netscape Products (other than Internal Use Products) to End Users in accordance with the terms hereof and any third party appointed pursuant to this Agreement by a Licensee Affiliate that is a Distributor to distribute the Netscape Products (other than Internal Use Products) to End Users in accordance with the terms hereof.

1.5 "Documentation" means Netscape's standard software user manuals, reference manuals and installation guides, or portions thereof, in the format set forth in Attachment B, which

are distributed generally by Netscape to its other licensees with the Netscape Products as of the Effective Date, as may be updated by Netscape from time to time.

1.6 "Effective Date" means the date of execution of this Agreement by Netscape and Licensee.

1.7 "End User" means any third party licensed by Licensee or a Distributor, and any Licensee Affiliate, licensed by Licensee to use, but not to further distribute, the Netscape Products; provided, in the event that such third party is a corporation or other entity, then, "End User" means each individual within such corporation or entity licensed by Licensee or a Distributor pursuant to this Agreement to use, but not to further distribute, the Netscape Products.

1.8 "Enterprise Kit" means the executable version (but not the source code version) of Netscape's proprietary utility tool software in beta version form that allows licensees thereof to customize the elements of the user interface of the Client Products as described in Attachment F, and the commercial release version and any Updates to the Enterprise Kit as may be provided by Netscape to Licensee pursuant to this Agreement.

1.9 "Internal Use Product" means a Client Product or Server Product distributed by Licensee solely to a Licensee Affiliate for such Licensee Affiliate's internal use as an End User.

1.10 "Internet Access" means connecting, through any medium now known or hereafter developed or discovered, to the Internet in order to permit data flow between the Internet and the connected end user.

1.11 "Licensee Affiliate" means, for so long as Bell Atlantic Corporation continues to own more than fifty percent (50%) of the outstanding capital stock of Licensee, Bell Atlantic Corporation and any entity in which Bell Atlantic Corporation directly or indirectly owns and shall continue to own at least fifty percent (50%) of the outstanding capital stock, or if such entity is not a corporation, fifty percent (50%) of the outstanding ownership interests, of such entity; provided, that, notwithstanding the foregoing, TELE-TV, a general partnership, TELE-TV MEDIA L.P. AND TELE-TV SYSTEMS, L.P. shall be deemed to be "Licensee Affiliates" for so long as Bell Atlantic Corporation directly or indirectly owns at least twenty percent (20%) of the ownership interest representing the right to make decisions for such entities.

1.12 "Licensee Services" means any product or service offered by Licensee that includes Internet Access combined with functional and value added features such as (without limitation) End User support, hosting and security, such that the primary reason for an End User to become a Registered User is other than to obtain a license to a Netscape Product. The Licensee Services are further described in Attachment E hereto.

1.13 "Major and Minor Updates" mean updates, if any, to the Netscape Products. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a

change in such number to the right of the decimal point. Netscape is the sole determiner of the availability and designation of an Update as a Major or Minor Update; provided, that, with respect to each Update, such determination is set forth in the Documentation for such Update and in Netscape's published price list. Major Updates exclude software releases which are reasonably designated by Netscape as new products. Where used herein "Updates" shall mean Major Updates and Minor Updates.

1.14 "Netscape Product(s)" means the Client Products, the Server Products and the Enterprise Kit.

1.15 "Program Errors" means one or more reproducible deviations in the Netscape Products from the applicable functional, technical and performance specifications set forth in the Documentation, as such Documentation may be updated from time to time by Netscape.

1.16 "Registered User" means: (a) an End User of the LAN version of a Client Product (other than an Internal Use Product); and (b) an End User of the Dial-Up version of a Client Product (other than an Internal Use Product) with respect to which Internet access through any Licensee Services were available to such End User for at least sixty (60) days.

1.17 "Server Products" means the executable version (but not the source code version) of Netscape's proprietary software programs set forth under the heading "Server Products" in Attachment A and any Updates thereto as may be provided by Netscape to Licensee pursuant to this Agreement.

1.18 "Territory" means the geographic area set forth in Attachment B.

2. GRANT OF LICENSES AND RIGHTS

2.1 Licenses

2.1.1

2.1.1.1 Client and Server Product Copyright License. Subject to the terms and conditions of this Agreement, Netscape hereby grants and Licensee hereby accepts, a nonexclusive and nontransferable right and license to: (a) use (and authorize Licensee's agents and subcontractors to use for internal purposes and reproduce the Client and Server Products in accordance with the terms of this Agreement, provided such agents or subcontractors are not competitors of Netscape) without change (except Client Products customized by Licensee using the Enterprise Kit) the Client and Server Products; (b) reproduce, without change, (except Client Products customized by Licensee using the Enterprise Kit) the Client Products (in executable form only) on any tangible media; (c) reproduce, without change, the Server Products (in executable form only) on any tangible media for back-up or archival purposes; and (d) market and distribute in the Territory by sublicense copies of the Client and Server Products to End Users, directly or indirectly through Distributors, solely for use in conjunction with the

Licensee Services; provided, that, Licensee may market and distribute, solely to Licensee Affiliates for their own internal use as End Users, Internal Use Products without bundling the Internal Use Products with Licensee Services. Licensee is expressly prohibited from any marketing and/or distribution of: (x) the Client and Server Products unless each copy of the same is bundled (other than Internal Use Products) with the Licensee Services, provided that nothing herein shall prevent Licensee from distributing such products prior to actual bundling as part of its marketing efforts so long as the Licensee Services are offered with such products in such marketing efforts; (y) Dial-Up Client Products (other than Internal Use Products) until preconfigured pursuant to the Enterprise Kit so that: (i) the Dial-Up Client Product cannot be used to access the Internet except through Licensee after registering for the Licensee Services; and (ii) solely for the first access of Licensee's Services, the "home page" of the Dial-Up Client Product is a URL for the Licensee Services where such URL resides on one or more Server Products licensed by Licensee hereunder; and (z) the Client and Server Products outside of the Territory. Notwithstanding anything to the contrary contained in this Agreement, the aggregate number of copies of Dial-Up Client Products (other than Internal Use Products) that Licensee may reproduce and distribute shall not exceed an amount, and Netscape grants to Licensee no right or license to reproduce or distribute such excess amount, equal to the product obtained by multiplying twenty-five (25) by the number of copies for which Netscape has received from Licensee payment of the applicable license fees hereunder, plus the amount of the minimum commitment required to be licensed by Licensee from Netscape pursuant to Section 4.5. In connection with special projects, promotions or market demands, Licensee may request from Netscape a temporary waiver from the aforesaid limitation on the maximum number of copies of Dial-Up Client Products (other than Internal Use Products) that Licensee may reproduce and distribute, and Netscape agrees not to unreasonably withhold its consent. Such reproduction shall occur only at the entities and locations specified in Attachment H.

2.1.1.2 Enterprise Kit Copyright License. Subject to the terms and conditions of this Agreement, Netscape hereby grants and Licensee hereby accepts, a nonexclusive and nontransferable right and license to use, and reproduce for archival and back-up purposes, (and authorize Licensee's agents and subcontractors to use and reproduce the Enterprise Kit in accordance with the terms of this Agreement for Licensee's internal use, provided such agents or subcontractors are not competitors of Netscape) the Enterprise Kit to customize the Client Products as described in Attachment F.

2.1.1.3 Patent License. Subject to the terms and conditions of this Agreement, Netscape hereby grants and Licensee hereby accepts, a nonexclusive and nontransferable right and license under any patent owned by Netscape during the term of this Agreement to the extent necessary for Licensee to exercise any of the licenses granted in Section 2.1.1.1 and 2.1.1.2.

2.1.2 Distributors. Subject to the terms and conditions of this Agreement, Licensee shall be entitled to appoint Distributors to distribute in the Territory directly to End Users the Client and Server Products (other than Internal Use Products) solely in conjunction with the Licensee Services. Licensee may grant to any Distributor that is a Licensee Affiliate the right to appoint Distributors to distribute in the Territory directly to End Users the Client and Server Products (other than Internal Use Products) solely in conjunction with the Licensee Services. Licensee shall not be entitled to grant to (i) any Distributor, including, without limitation, any Licensee Affiliate, the right to reproduce all or any portion of the Netscape Products or (ii) any Distributor, other than to Licensee Affiliates that are Distributors and then only with respect to the Client and Server Products (other than Internal Use Products), the right to indirectly sell, sublicense or otherwise distribute the Netscape Products, and no Distributor, other than Licensee Affiliates that are Distributors, shall appoint any distributor, reseller or other third party or agent in connection therewith. Licensee Affiliates that are Distributors shall not be entitled to grant to any Distributor the right to indirectly sell, sublicense or otherwise distribute the Netscape Products and no Distributor appointed by a Licensee Affiliate that is a Distributor shall appoint any distributor, reseller or other third party or agent in connection therewith.

2.1.3 License Restrictions. Licensee agrees not to copy (except as expressly permitted in Section 2.1.1.1 (a) and (b) and 2.1.1.2 herein), modify (except as expressly permitted by the Enterprise Kit), translate, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from the executable code of, the Netscape Products. Except as expressly permitted by the Enterprise Kit and in Section 2.1.4, Licensee agrees not to create any Derivative Works based upon the Netscape Products or Documentation. Licensee further agrees not to authorize anyone else, including, without limitation, any Licensee Affiliate or Distributor, to do any of the foregoing.

2.1.4 Documentation License. Subject to the terms and conditions of this Agreement, Netscape hereby grants and Licensee hereby accepts a nonexclusive and nontransferable right and license to use and reproduce (and authorize Licensee's agents and subcontractors to use for internal purposes and reproduce the Client and Server Products in accordance with the terms of this Agreement, provided such agents or subcontractors are not competitors of Netscape), without change (except to the extent necessary to co-brand and document to End Users the use of the Client and Server Products with the Licensee Services and customizations to the Client Products pursuant to the Enterprise Kit), the Documentation, and to distribute by sublicense the Documentation to End Users, directly or indirectly through Distributors, solely in conjunction with the Client and Server Products. Such reproduction shall occur only at entities and locations specified in Attachment H.

2.1.5 Licenses Dependent on Bundling and Accounting. The licenses granted in Section 2.1.1 and 2.1.4 are conditional upon (i) preconfiguring and bundling each

Client Product (other than Internal Use Products) only in conjunction with the Licensee Services as required therein and only in the Territory and (ii) establishing and maintaining controls and procedures sufficient to timely and accurately determine the number of End Users that become Registered Users and the number of End Users that may use any Major Update distributed by Licensee or any Distributor. If, in accordance with this Section 2.1.5, Licensee intentionally (a) fails to so preconfigure and bundle the Client and Server Products as required, (b) markets or distributes the Client and Server Products outside of the Territory or (c) fails to account for all End Users that become Registered Users and all End Users using Major Updates, the licenses shall, subject to Section 13.5.2, be immediately revocable by Netscape in addition to any other remedies Netscape may have.

2.1.6 Third Party License. Subject to this Section 2.1.6, if all or any part of the Netscape Products or Updates delivered by Netscape to Licensee has been licensed to Netscape by a third party software supplier then, notwithstanding anything to the contrary contained in this Agreement, Licensee's right and license hereunder with respect to such third party software, as included in the Netscape Products, is subject to the same terms and conditions as those contained in the agreement between Netscape and such third party software supplier provided that such terms and conditions are commercially reasonable and Licensee is given prior written notice of any such terms and conditions that are in addition to or inconsistent with those set forth herein. Netscape represents that the current release of the Netscape Products contains no third party software which would require Licensee to agree to any terms and conditions in addition to or inconsistent with those set forth in this Agreement. Netscape reserves the right to substitute any third party software in the Netscape Products so long as the new third party software does not materially and adversely affect the functionality and user interface of the Netscape Products.

2.1.7 Enterprise Kit. Prior to or upon the Effective Date, Netscape shall provide the beta version of the Enterprise Kit to Licensee in accordance with the terms and conditions set forth herein. The per copy license fee for the Enterprise Kit and Updates thereto is set forth in Attachment B. Any additional terms and conditions associated with the commercial release version of the Enterprise Kit shall be commercially reasonable and shall not be inconsistent with those set forth herein.

2.2 Export

Licensee shall comply fully with all then current applicable laws, rules and regulations relating to the export of technical data, including, but not limited to any regulations of the United States Office of Export Administration and other applicable governmental agencies and Licensee acknowledges that by virtue of certain security technology embedded in the Netscape Products, that export of such software may not be legal. Licensee shall conspicuously mark all packaging containing the Netscape Products identified by Netscape as not for export with a "Not For Export" notice. Netscape agrees to cooperate in providing information requested by Licensee as

necessary to obtain any required licenses and approvals. When distributing the Netscape Products and Documentation in countries where an enforceable copyright law covering the same does not exist, Licensee or its Distributors shall obtain a written agreement signed by the customer prohibiting the customer from making unauthorized copies of the same.

3. MARKETING AND DISTRIBUTION

3.1 Nonexclusivity

Licensee understands that Netscape may enter into arrangements similar to this Agreement with third parties. Similarly, Netscape understands that Licensee may enter into arrangements similar to this Agreement with third parties.

3.2 Public Announcements and Promotional Materials

Netscape and Licensee shall cooperate with each other so that each party may issue a press release concerning this Agreement, provided that each party must approve any press release prior to its release. Netscape shall cooperate with Licensee in its development of the initial marketing and sales materials used to promote the distribution of the Client and Server Products.

3.3 Terms Relating to Distribution

3.3.1 General Restrictions on Distribution. Licensee agrees to comply with and shall require its Distributors to comply with all applicable laws, rules and regulations to preclude the acquisition of unlimited rights to technical data, software and documentation provided with the Client or Server Product or Documentation to a governmental agency, and ensure the inclusion of the appropriate "Restricted Rights" or "Limited Rights" notices required by the U.S. Government agencies or other applicable agencies.

3.3.2 Distributor Agreements. Prior to the distribution of any Client or Server Product to a Distributor, Licensee, or, with respect to Distributors appointed by a Licensee Affiliate that is a Distributor, such Licensee Affiliate, shall enter into an enforceable written agreement with such Distributor ("Distributor Agreement") that (i) is sufficient to ensure that such Distributor is required to comply with the relevant terms of this Agreement and (ii) expressly names Netscape as an intended third party beneficiary with the right to rely on and directly enforce the terms thereof. Without limiting the generality of the foregoing, each Distributor Agreement shall include terms no less restrictive than those contained in Sections 2.1.3, 2.1.5, 2.2, 3.3.1, 3.3.3, 3.4, 4.3, 4.4, 7.1, and 7.2.1 of this Agreement.

3.3.3 End User Sublicense Agreements. Neither Licensee nor any Distributor shall sublicense or otherwise distribute the Client or Server Products or Documentation to End Users except pursuant to a written sublicense agreement ("End User License Agreement") that (i) contains terms and conditions not inconsistent with and no less restrictive than those set forth in Netscape's current end-user license

agreement attached hereto as Attachments C-1 and C-2, as applicable, (ii) expressly names Netscape as an intended third party beneficiaries with the right to rely on and directly enforce the terms thereof, and (iii) with respect to the Client and Server Products (other than Internal Use Products), provides, in 12 point, bold, upper case type, at the top of each such agreement and prior to any other text (other than introductory text regarding acceptance of the agreement), a legend in substantially the following form:

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED FOR USE ONLY (I) WITH THE INTERNET SERVICES OFFERED BY [LICENSEE] IN CONJUNCTION WITH THE DISTRIBUTION OF THE SOFTWARE AND DOCUMENTATION AND (II) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. NO RIGHT OR LICENSE IS GRANTED TO USE THE SOFTWARE OR DOCUMENTATION WITH ANY OTHER INTERNET ACCESS OR OTHER NETWORK SERVICE.

Nothing in this Section 3.3.3 shall preclude Licensee from offering terms and conditions pertaining to warranty, indemnity, limitations of liability and termination (related solely to reasonable cure provisions) different than Netscape's then current standard end user license agreement at Licensee's sole risk and expense, provided that the offering of terms and conditions supplemental to, or in addition to Netscape's then current standard end user license agreement shall not waive any of Licensee's rights and obligations under this Agreement, including without limitation, the rights and obligations set forth in Sections 9, 10 and 11. Upon delivery by Netscape to Licensee of any commercially reasonable revised end user license agreement, Licensee and each Distributor shall, as soon as reasonably practicable, but in any event within ninety (90) days after receipt thereof from Netscape, use prospectively only such End User License Agreements that have been revised to conform in all material respects to such revised end user license agreement provided by Netscape to Licensee; provided, in the event that the revised end user license agreement is provided by Netscape to Licensee to comply with or conform to a law or regulation, Licensee and each Distributor will use prospectively only such revised End User License Agreement as soon as reasonably practicable, but in any event within thirty (30) days after receipt by Licensee of Netscape's revised end user license agreement.

3.3.4 Third Party Requirements. In the event that Netscape is required by a third party software supplier to cease and to cause its licensees to cease reproduction and distribution of a particular revision of the Netscape Products, Netscape shall provide Licensee with thirty (30) days prior written notice of said requirement. Licensee agrees to cease reproduction no later than thirty (30) days, and distribution no later than ninety (90) days after receipt of said notice. Netscape shall replace such affected Netscape Product with a functionally equivalent Netscape Product as soon as commercially practicable but no later than ninety (90) days after Licensee's receipt of said notice.

3.4 Enforcement of Ancillary Agreements

In the event that Licensee becomes aware of a violation of a Distributor Agreement or End User License Agreement, Licensee shall use the same degree of diligence (but no less than commercially reasonable efforts) to enforce such Distributor Agreement or End User License Agreement as Licensee uses to enforce similar agreements of Licensee. Licensee shall require each Distributor to use the same degree of diligence (but no less than commercially reasonable efforts) to enforce each End User License Agreement as such Distributor uses to enforce similar agreements of such Distributor. Licensee shall notify Netscape, and shall require each Distributor to notify Licensee, of any breach of a material obligation under a Distributor Agreement or an End User License Agreement affecting the Client or Server Products or Documentation. In addition, Licensee will cooperate, and will require each Distributor to cooperate, with Netscape in any legal action to prevent or stop unauthorized use, reproduction or distribution of Netscape Products or Documentation.

3.5 TELE-TV

TELE-TV is developing a national directory product. Netscape agrees to invite TELE-TV to participate in the request for proposal process that Netscape conducts for Internet directory services. If, after the conclusion of the request for proposal process Netscape does not select TELE-TV as a provider(s) of Internet directory services, Netscape agrees to discuss with TELE-TV the reasons why it was not selected.

4. PAYMENT

4.1 License and Service Fees

4.1.1 Licensee shall pay to Netscape, in accordance with the terms of this Agreement, license fees in the amounts set forth in Attachment B. License fees payable by Licensee to Netscape shall accrue in the applicable corresponding quantity upon: (a) the initial date of Licensee's internal use of a Netscape Product; (b) the date that an End User of a Client Product (other than an Internal Use Client Product) becomes a Registered User; (c) the date of distribution by Licensee of an Internal Use Client Product to a Licensee Affiliate; (d) the date of distribution by Licensee of a Server Product to a Distributor or End User; (e) the initial date of Licensee's internal use of an Update; (f) the date that a Registered User uses any Update for a Client Product (other than an Internal Use Client Product); (g) the date of distribution by Licensee of an Update for the Internal Use Client Product to a Licensee Affiliate; and (g) the date of distribution by Licensee of an Update for the Server Product to a Distributor or End User. Licensee shall pay Netscape any license fees accrued hereunder during each calendar quarter, within thirty (30) days following the end of such calendar quarter and each such payment shall be accompanied by a quarterly report as described in Section 4.3 below.

4.1.2 Support Fees. Licensee shall pay to Netscape the support fees, in the amounts and according to the terms and conditions, set forth in Attachment B for maintenance and support services described in Attachment D hereto.

4.1.3 Price Protection. Notwithstanding any other provision of this Agreement, Netscape agrees that the prices to Licensee for the Client and Server Products are at least as favorable as those in Attachment G for similar volumes and quantities. If during the term of this Agreement Netscape should revise the pricing set forth in Attachment G so that it provides more favorable prices at the quantity and volumes that Licensee is purchasing then Netscape shall so notify Licensee within thirty (30) days. At Licensee's option, this Agreement may be amended to provide to Licensee the revised more favorable prices for Licensee at the applicable volume and quantity level, effective on the date of Netscape's revision of the pricing set forth in Attachment G.

4.2 Payment and Taxes

4.2.1 Payments. All payments shall be made in United States dollars, at Netscape's option, (i) at Netscape's address as indicated in this Agreement or at such other address as Netscape may from time to time indicate by proper notice hereunder or (ii) by wire transfer to a bank and account number designated by Netscape. Interest shall be payable at the rate of one percent (1%) per month or at the maximum rate permitted by law, whichever is less, on all overdue and unpaid invoices until paid in full.

4.2.2 Taxes. All fees are exclusive of all taxes, duties or levies, however designated or computed. Licensee shall be responsible for and pay all taxes based upon the transfer, use, distribution of Netscape Products or Documentation, or the program storage media, or upon payments due under this Agreement, including, but not limited to, sales, use, or value-added taxes, duties, withholding taxes and other assessments now or hereafter imposed on or in connection with this Agreement or with any sublicense granted hereunder, exclusive of taxes based upon Netscape's net income. In lieu thereof, Licensee shall provide to Netscape a tax or other levy exemption certificate acceptable to the taxing or other levying authority.

4.3 Quarterly Reports

Licensee and its Distributors shall maintain records of Distributors, Licensee Affiliates that are End Users of an Internal Use Client Product, End Users of Server Products and Registered Users, including without limitation, the name and address of each such Distributor, Licensee Affiliate, End User and Registered User(but not the name and address of each internal Licensee End User), the specific platforms and revision numbers of each Netscape Product and/or Update distributed to each Distributor and End User and any further information that may be reasonably necessary for Netscape to ensure compliance with this Agreement. Such records shall be accurate to the best of Licensee's knowledge at the time of creation, and Licensee shall use commercially reasonable efforts to maintain such records in an accurate manner. Licensee shall report to Netscape within thirty (30) calendar days after the end of each calendar quarter, the number of End Users of Server Products, the number of End Users that became Registered Users during such prior quarter, the number of Registered Users on the last day of such quarter, the number of Registered Users that initially used a specific Major Update during such quarter, the

type of Netscape Products and/or Updates distributed to each End User, including, without limitation, the postal codes of each such End User, the number of copies and type of Netscape Products used internally by Licensee for the first time during such quarter and such other information as Netscape may from time to time reasonably request.

4.4 Audit of Records

Licensee and each Distributor shall keep and maintain full, true, and accurate records containing all data reasonably required for verification of amounts to be paid, and the number of Registered Users and Active Subscribers. Netscape shall have the right, during normal business hours upon at least five (5) business days prior notice, to audit and analyze the relevant records of Licensee and each Distributor to verify compliance with the provisions of this Agreement. The audit shall be conducted at Netscape's expense unless there is inadequate record keeping or the results of such audit establish that inaccuracies in the quarterly reports have resulted in underpayment to Netscape of more than five percent (5%) of the amount actually due in any quarter in which case Licensee shall bear the expenses of the audit. Licensee agrees to promptly pay to Netscape the amount of any underpayment determined by any such audit.

4.5 Minimum Commitment

In consideration for the pricing terms set forth in Attachment B hereof, Licensee agrees to license (by itself or through Distributors) within two (2) years of the Effective Date at least 200,000 licenses for the Client Products for which license fees are due. In the event that Licensee has not licensed 200,000 licenses for the Client Products for which license fees are due by the end of such 2 year period, Licensee shall pay Netscape within 30 days of the end of such period for the difference between 200,000 and the quantity of licenses for the Client Products for which license fees are due, times the per Client Product prices set forth in Attachment B or as otherwise reduced pursuant to Section 4.1.3 (provided that the price attributable to this commitment shall be the LAN version price unless the Dial-Up version price is being offered at a lower price pursuant to Section 4.1.3). Licensee shall be entitled to sublicense to End Users any such purchased licenses for one (1) year after the foregoing two (2) year period regardless of whether this Agreement is terminated during such period under Section 12 below, and Netscape agrees to offer maintenance and support services for such licenses for a period of at least one (1) year following the issuance of the last license. The calculation of the foregoing payment shall be accelerated and become due and payable to Netscape on the date of termination of this Agreement in the event that Netscape shall terminate this Agreement pursuant to Section 13.1 or 13.2, unless any such termination shall be reasonably disputed by Licensee. Notwithstanding the foregoing, if during the term of this Agreement Licensee is precluded from offering the Licensee Services as the result of legal or regulatory prohibitions, Licensee shall be released from its minimum license commitments under this Section 4.5 without affecting Licensee's rights hereunder to procure Netscape Products for its internal use or the internal uses of Licensee Affiliates.

5. DELIVERABLES, ISDN SUPPORT, UPDATES, AND TECHNICAL SUPPORT

5.1 Deliverables

Netscape shall provide Licensee with the deliverables indicated in Attachment B ("Deliverables") within ten (10) days after receipt of Licensee's order. All deliveries under this Agreement shall be F.C.A. Netscape, Fremont, California. "F.C.A." means Free Carrier Alongside and shall have the definition in INCOTERMS 1990.

5.2 ISDN Support.

With the cooperation and quality assurance assistance of Licensee, Netscape agrees for no additional charge to incorporate interfaces into the 16-bit version of its Dial-Up Client Product, and to support interfaces for the Windows 95 version of its Dial-Up Client Product, for the following ISDN Terminal Adapter equipment to permit the interoperation of such Dial-Up Products with an ISDN network, provided that Netscape's performance under this Section 5.2 shall be excused to the extent that Netscape does not receive sufficient cooperation from Shiva Corporation, Terminal Adapter Vendor(s), ISDN Card Vendor(s), Microsoft Corporation, and Licensee to reasonably complete such interfaces:

(i) U.S. Robotics and Bell Atlantic Sportster

(ii) Motorola Bit Surfer and Bit Surfer Pro

(iii) 3Com Impact

(iv) Adtran ISU Express and ISU 128

Assuming Shiva Corporation supports the Terminal Adapters and/or ISDN Cards listed above in their Shiva PPP 4.0 release, Netscape will use commercially reasonable efforts to complete and deliver to Licensee a Windows 16-bit version of the Dial-Up Client Product that incorporates the above interfaces within 90 days of the Shiva PPP 4.0 release. Additionally, assuming Microsoft Corporation provides support for the Terminal Adapters and/or ISDN Cards listed above through a Microsoft general release, Netscape will use commercially reasonable efforts to complete and deliver to Licensee a 32-bit version of the Dial-Up Client Product that supports the interfaces listed above for Windows 95 dial-up networking within 90 days of general release by Microsoft. The foregoing products incorporating such interfaces and interface support shall be delivered to Licensee as Updates to the Dial-Up Client Product.

5.3 Updates and Technical Support

During the term of this Agreement, for all Netscape Products provided to Licensee, Netscape shall provide to Licensee, in consideration of the payment by Licensee to Netscape of service fees pursuant to Section 4.1.2, the maintenance and support services described in Attachment D hereto, including, without limitation, all Minor Updates. For the one year period following the term of this Agreement, Licensee may purchase the maintenance and support described in Attachment D for such products at Netscape's then current prevailing rates. During the term of this Agreement, Netscape shall provide Licensee with Major Updates for such products as they become generally commercially available from Netscape at the pricing, terms and conditions specified in Attachment B. Notwithstanding the foregoing, Netscape agrees that for every Update of a Client Product that requires an Update of the Enterprise Kit to permit customization of such Client Product as contemplated by this Agreement, Netscape will, as soon as commercially reasonable, deliver to Licensee such Update of the Enterprise Kit. Additionally, Netscape agrees that for each commercially-released Netscape Product and Update thereof delivered to Licensee under this Agreement, Netscape will concurrently deliver Documentation sufficient to permit the use or operation of such products and updates by reasonably skilled personnel in accordance with Netscape's publically-available published specifications related to such products and updates.

6. TRADEMARKS AND TRADE NAMES

6.1 License to Use

Licensee shall use, and is hereby granted a non-transferable, non-exclusive and restricted license, during the term of this Agreement, to use (with no right to sublicense), "Netscape Navigator Included" and those Netscape trademarks and trade names relating to the applicable Netscape Products in any advertising, packaging, marketing, technical or other materials related to such Netscape Products or the Licensee Services with which they are bundled. Such use shall be in accordance with Netscape's then current Corporate Signature Kit as provided to Licensee, and updated from time to time, by Netscape. Licensee need not use Netscape's trademarks and trade

names in any country in which their connotation is offensive and will consult with Netscape as to the foreign translation of Netscape trademarks and trade names so that Netscape can help ensure uniformity with their use by Netscape or third parties. Licensee shall clearly indicate Netscape's ownership of Netscape's trademarks or trade names. All such usage shall inure to Netscape's benefit. Licensee agrees not to register, and agrees to obtain the agreement of its Distributors not to register, any Netscape trademarks or trade names without Netscape's express prior written consent. Upon the Netscape request from time to time Licensee agrees to provide Netscape with copies of goods bearing Netscape's trademarks and trade names so that Netscape can verify that the quality of Licensee's use of such trademarks is comparable to that of Netscape's use thereof. Licensee shall suspend use of Netscape trademarks and trade names if such quality is reasonably deemed inferior by Netscape until Licensee has taken such steps as Netscape may reasonably require to solve the quality deficiencies.

6.2 Licensee's Marks

Subject to compliance with Section 6.1, Licensee may place its trademarks, trade names, logos or other brand indicia (collectively, "Marks"), on the Netscape Products, and otherwise use the Marks in conjunction with the marketing and distribution of the Netscape Products as contemplated herein. Licensee may, at its sole risk and expense, display the trademarks of its End User customers on the directory buttons, directory menu or help menu of the Client Products in its use of the Enterprise Kit. Nothing in this Agreement shall grant or create for Netscape any right or license to the Marks or any trademarks of Licensee's End User customers.

7. PROPRIETARY RIGHTS

7.1 Proprietary Rights

Title to and ownership of all copies of the Netscape Products and Documentation whether in machine-readable or printed form, and including, without limitation, Derivative Works (except to the extent of Licensee modifications to the Client Products pursuant to the Enterprise Kit), compilations, or collective works thereof and all related technical know-how and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of Netscape or its suppliers. Neither Licensee nor any Distributor shall take any action to jeopardize, limit or interfere in any manner with Netscape's ownership of and rights with respect to the Netscape Products and Documentation. Licensee shall have only those rights in or to the Netscape Products and Documentation granted to it pursuant to this Agreement. Conversely, title to and ownership of any modifications to the Client Products pursuant to the Enterprise Kit (but not the underlying Client Product) shall vest exclusively in Licensee, and Netscape shall not take any action to jeopardize, limit or interfere in any manner with Licensee's ownership of and rights with respect to such modifications.

7.2 Proprietary Notices

7.2.1 No Alteration of Notices. Neither Licensee nor the Distributors, or any of their respective employees or agents, shall remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on

or in copies of the Netscape Products and Documentation delivered to Licensee by Netscape and Licensee shall use the same notices, legends, symbols, or labels in and on copies of Netscape Products and Documentation made pursuant to Section 2.1 as are contained in and on such Netscape Products and Documentation.

7.2.2 Notice. Each portion of the Netscape Products and Documentation reproduced by Licensee shall include the intellectual property notice or notices appearing in or on the corresponding portion of such materials as delivered by Netscape hereunder. Licensee shall ensure that all copies of the Netscape Products and Documentation made pursuant to this Agreement conspicuously display a notice substantially in the following form:

Copyright © 199__ (include appropriate year(s)), Netscape Communications Corporation. All Rights Reserved.

If Licensee is unsure of the appropriate year(s), it shall consult Netscape to obtain the correct designation. Such notice shall be on labels on all media containing Netscape Products. If the copyright symbol "©" cannot technically be reproduced, Licensee shall use the word "Copyright" followed by the notation "(c)" in its place.

8. CONFIDENTIAL INFORMATION AND DISCLOSURE

8.1 Confidential Information

Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information and to use such Confidential Information only as permitted under this Agreement. For purposes of this Agreement "Confidential Information" shall mean solely that information of the type described on Attachment I of this Agreement (as such Attachment may be updated from time to time in a writing signed by authorized representatives of both parties) that is marked "Confidential," or if disclosed verbally, identified as confidential prior to disclosure and confirmed as such in writing to the receiving party within thirty (30) days of disclosure. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information including, without limitations disclosing Confidential Information only to its employees (a) with a need to know to further permitted uses of such information, (b) who are parties to appropriate agreements sufficient to comply with this Section 8 and (c) who are informed of the nondisclosure/ non-use obligations imposed by this Section 8 and both parties shall take appropriate steps to implement and enforce such non-disclosure/non-use obligations. The foregoing restrictions on disclosure and use shall survive for two (2) years following termination of this Agreement but shall not apply with respect to any Confidential Information which: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (v) the receiving party is legally compelled to

disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

8.2 Confidentiality of Agreement

Unless required by law, and except to assert its rights hereunder or for disclosures to its own employees on a "need to know" basis, each party agrees not to disclose the terms of this Agreement to any other party except their attorneys, accountants and financial advisors, Nynex and Licensee Affiliates, provided such parties have a need to know and are bound to hold the terms of this Agreement in confidence either by Licensee or Netscape, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. WARRANTIES

9.1 Intellectual Property Warranty

Netscape warrants only to Licensee that: (i) to the best of its knowledge and as of the date of first delivery of a Netscape Product or Update Netscape owns or has sufficient rights in and to said Netscape Product or Update and all relevant intellectual property rights therein to grant the licenses granted under this Agreement, and (ii) to the best of its knowledge and as of the Effective Date Netscape's legal department does not have actual knowledge of any pending action or proceeding at law or in equity against Netscape and in which it is asserted that the Netscape Products infringe any patent, copyright, trade secret or other intellectual property right of a third party.

9.2 Limited Product Warranty

(a) Subject to the limitations set forth in this Agreement, Netscape warrants only to Licensee that: (i) the Netscape Products when properly installed and used in accordance with the Documentation will conform in all material respects to the specifications set forth in the Documentation or other publically-available published specifications in effect when the Netscape Products are shipped by Netscape to Licensee; (ii) the Netscape Products do not contain any "time bomb" or other functions, routines, devices or instructions intended to prevent Licensee's access to the Netscape Products or to interrupt Licensee's operation of the Netscape Products after the lapse of time (collectively "Time Bombs"); and (iii) to Netscape's knowledge, the Netscape Products do not contain any virus or function, routine, device or instruction intended to automatically erase or otherwise corrupt data (collectively, "Viruses") and that Netscape shall test the Netscape Products for Viruses prior to delivery to Licensee. Netscape's warranty and obligation shall extend for a period of ninety (90) days ("Warranty Period") from the date Netscape first delivers the Netscape Products to Licensee. All warranty claims not made in writing or not received by Netscape within thirty (30) days after the Warranty Period shall be deemed waived. Netscape's warranty and obligation is solely for the benefit of Licensee, who

has no authority to extend this warranty to any other person or entity. EXCEPT AS SET FORTH IN THIS SECTION 9.2, NETSCAPE MAKES NO WARRANTY THAT ALL ERRORS OR FAILURES WILL BE CORRECTED NOR THAT THE NETSCAPE PRODUCTS OR DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE NETSCAPE PRODUCTS WILL BE ENCRYPTED (PROVIDED THAT THE NETSCAPE PRODUCTS WILL SUPPORT SECURITY AS IDENTIFIED IN DOCUMENTATION OR PUBLICALLY-AVAILABLE PUBLISHED SPECIFICATIONS FOR THE NETSCAPE PRODUCTS) OR UNINTERRUPTED AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

(b) In addition to the foregoing warranty, Netscape warrants that the Enterprise Kit shall permit reasonably skilled personnel to customize the Client Products as described in Attachment F or any superseding Documentation (provided such Documentation at a minimum preserves the customizations described in Attachment F unless otherwise agreed by the parties) and preconfigure the Client Products as required by Netscape hereunder. Additionally, Netscape warrants that any Updates to the Enterprise Kit delivered with Updates of the Client Products pursuant to Section 5.3 shall permit reasonably skilled personnel to produce versions of such Client Product Updates containing customizations consistent with prior versions unless otherwise agreed by the Parties.

9.3 EXCLUSIVE WARRANTY

THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND 9.2 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE NETSCAPE PRODUCTS AND DOCUMENTATION. NETSCAPE MAKES NO OTHER REPRESENTATION OR WARRANTIES OR CONDITION OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE NETSCAPE PRODUCTS OR DOCUMENTATION. NETSCAPE EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THERE IS NO WARRANTY OF NON-INFRINGEMENT. This subsection shall be enforceable to the extent allowed by applicable law.

9.4 Defects Not Covered by Warranties

Netscape shall have no obligations under the warranty provisions set forth in Section 9.2 if any nonconformance is caused by: (a) the incorporation, attachment or other engagement of any attachment, feature, program, or device, other than by Netscape, to the Netscape Products, or any part thereof; or (b) accident; transportation; neglect or misuse, other than as caused by Netscape; alteration, modification, or enhancement of the Netscape Products other than by Netscape or as authorized by Netscape in writing; failure to use an installation environment or supplies or materials not authorized by Netscape or contemplated by the Documentation; use of the Netscape Products for other than the purposes contemplated by the Documentation; use of the Netscape Products on any systems other than the specified hardware platform for such Netscape Products; or Licensee's use of defective media (other than defective media provided by Netscape to

Licensee) or defective duplication of the Netscape Products; or Licensee's failure to incorporate any Update previously released by Netscape which corrects such nonconformance.

9.5 Exclusive Remedy

In the event that Licensee finds what it believes to be a Time Bomb, or errors in or a failure of the Netscape Products that prevents the Netscape Products from conforming in all material respects to the specifications set forth in the Documentation or other publically-available product specifications in effect when the Netscape Products are shipped by Netscape to Licensee, and provides Netscape with a written report thereof no later than thirty (30) days after the Warranty Period, Netscape will use reasonable efforts to: (a) remove from the Netscape Products, at no charge to Licensee, any Time Bombs; or (b) correct promptly, at no charge to Licensee, any such errors or failures. In the event such Time Bombs or Priority 1 or 2 type errors or failures (as described in Attachment D) are not removed or corrected within sixty (60) days after replication by or reasonable demonstration to Netscape, Netscape agrees to refund to Licensee any license or support fees paid for such products and Licensee's minimum purchase commitment under Section 4.5 shall be terminated. This is Licensee's sole and exclusive remedy, and Netscape's sole obligation, for any failure of the Netscape Products to conform to the warranties set forth in Section 9.2(a)(i) or (ii) above. Additionally, in the event the Enterprise Kit or an Update thereto does not permit customizations as required by Section 9.2(b), Netscape shall perform or have performed such customizations at its expense. This is Licensee's sole and exclusive remedy, and Netscape's sole obligation, for any failure of the Enterprise Kit and Updates thereto to permit the customizations required by Section 9.2(b).

9.6 Authority

Licensee and Netscape hereby warrant to each other the authority to enter into and be bound by the terms of this Agreement.

10. INTELLECTUAL PROPERTY WARRANTIES; INDEMNIFICATION

10.1 Netscape agrees to indemnify, hold harmless and defend Licensee from and against any and all claims, liabilities, losses, damages, expenses, and costs (including reasonable attorneys' fees and costs) to the extent arising out of, in connection with or relating to any claim that the Netscape Products furnished hereunder, when used within the scope of the licenses granted herein, infringes or otherwise violates any United States patent issued as of the date of first delivery to Licensee of each Netscape Product or Update thereto, United States copyright, United States trademark or trade secret, or any other intellectual property right under United States federal or state law. The foregoing obligations of Netscape shall be contingent upon Licensee (a) promptly (within thirty (30) days) notifying Netscape in writing of any such claim and Netscape having sole control of the defense and all related settlement negotiations, provided that failure to timely provide such notification shall not waive any rights hereunder to the extent that Netscape is not prejudiced thereby, and (b) cooperates with Netscape, at Netscape's expense, in defending or settling such claim.

10.2 Should a Netscape Product become, or be likely to become in Netscape's opinion, the subject of infringement of or otherwise violate such copyright, patent, trademark, trade secret or

other intellectual property right. Netscape may procure for Licensee (i) the right to continue using the same or (ii) replace or modify it to make it non-infringing provided the replacement or modification has substantially similar functionality. In the event that Netscape shall reasonably determine that neither (i) or (ii) above are commercially feasible, Netscape may terminate the licenses related to such product upon thirty (30) days prior written notice and grant Licensee a pro-rated refund of the license fees paid for such product, calculated by subtracting from the license fee paid, 1/36 of the license fee for each month since the license fee for such product accrued pursuant to Section 4.1.1. In the event of such a termination, Licensee shall be relieved of any continuing obligation to pay the minimum commitment pursuant to Section 4.5. Netscape shall have no liability for any claim based upon: (a) use of other than the then current, unaltered version of the Netscape Product, if Netscape has provided notice to Licensee that the then current version cures or avoids infringement of a third party's intellectual property rights, and has made such release available to Licensee at no charge other than as specified in attachment B, unless the infringing portion is also in the then current, unaltered release; (b) use, operation or combination of Netscape Products with non-Netscape programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (c) any copyright or trademark infringement for modifications or marking of the Netscape Products not specifically authorized in writing by Netscape (provided, that solely for purposes of this Section 10.2 the Marks and any End User customer trademarks are not authorized for use on the Netscape Products); (d) Licensee's use of any trademarks other than the Netscape trademarks pursuant to Section 6.1; or (e) third party software to the extent Netscape does not receive indemnification from the third party supplier at least equivalent to this Section 10, provided that should Licensee reasonably determine that it would incur liability for continued use of such third party software, Licensee may stop using it and Netscape shall use commercially reasonable efforts to replace it with software containing substantially similar functionality. In the event that such software is not replaced by Netscape within a commercially reasonable time as provided in this clause (e), Licensee shall be released from its minimum purchase commitment pursuant to Section 4.5.

10.3 General Indemnification by Licensee. Licensee agrees to indemnify, hold harmless and, at Netscape's request, defend Netscape from and against any and all claims, liabilities, losses, damages expenses and costs (including reasonable attorneys' fees and costs) arising out of, in connection with or relating to (i) Licensee's failure to include in each Distributor Agreement or End User License Agreement contractual terms similar in all material respects to the sections titled "GRANT", "TITLE", "EXPORT", "HIGH RISK ACTIVITIES" and "RESTRICTED USE" in Attachments C-1 and C-2; (ii) Licensee's failure to include in each Distributor Agreement or End User License Agreement a "Limitation of Liability" provision; or (iii) Licensee's or Distributors' use, distribution or reproduction of the Netscape Products, Documentation and/or Licensee Services except to the extent such claims and liabilities result from Netscape's failure to fulfil any of its obligations under this Agreement.

11. LIMITATION OF LIABILITY

11.1 TO THE EXTENT ALLOWED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT FOR A BREACH BY NETSCAPE OF SECTION 7.1 AS IT RELATES TO INTENTIONAL OR RECKLESS ACTS OR OMISSIONS THAT JEOPARDIZE, LIMIT OR

INTERFERE WITH LICENSEE'S OWNERSHIP AND RIGHTS TO CUSTOMIZATIONS, 8.1 OR 9.1, OR WITH RESPECT TO NETSCAPE'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10.1, IN NO EVENT SHALL NETSCAPE OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF NETSCAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, OR FOR ANY CLAIM AGAINST LICENSEE BY ANY THIRD PARTY. IN NO EVENT WILL NETSCAPE OR ITS SUPPLIERS BE LIABLE FOR (a) ANY REPRESENTATION OR WARRANTY MADE TO ANY THIRD PARTY BY LICENSEE, ANY DISTRIBUTOR OR ANY OF THEIR RESPECTIVE AGENTS; (b) FAILURE OF THE NETSCAPE PRODUCTS TO PERFORM AS SPECIFIED HEREIN EXCEPT AS, AND TO THE EXTENT, OTHERWISE EXPRESSLY PROVIDED HEREIN; (c) FAILURE OF THE NETSCAPE PRODUCTS TO PROVIDE ENCRYPTION (PROVIDED THAT THE NETSCAPE PRODUCTS WILL SUPPORT SECURITY AS IDENTIFIED IN DOCUMENTATION OR PUBLICALLY-AVAILABLE PUBLISHED SPECIFICATIONS FOR THE NETSCAPE PRODUCTS); OR (d) EXCEPT AS PROVIDED IN THIS AGREEMENT, ANY USE OF THE NETSCAPE PRODUCTS OR THE DOCUMENTATION OR THE RESULTS OR INFORMATION OBTAINED OR DECISIONS MADE BY END USERS OF THE NETSCAPE PRODUCTS OR THE DOCUMENTATION. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR A BREACH BY NETSCAPE OF SECTION 8.1 OR 9.1 OR IN CONNECTION WITH NETSCAPE'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10.1, NETSCAPE'S ENTIRE AND AGGREGATE LIABILITY TO LICENSEE FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY NETSCAPE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR IN TORT, SHALL NOT EXCEED THREE (3) TIMES THE AMOUNT OF LICENSE FEES RECEIVED BY NETSCAPE FROM LICENSEE.

11.2 TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSEE, EXCEPT WITH RESPECT FOR A BREACH BY LICENSEE OF SECTION 2.1.3, 7.1 AS IT RELATES TO INTENTIONAL OR RECKLESS ACTS OR OMISSIONS THAT JEOPARDIZE, LIMIT OR INTERFERE WITH NETSCAPE'S OWNERSHIP AND RIGHTS TO THE NETSCAPE PRODUCTS, OR 8.1, OR WITH RESPECT TO LICENSEE'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10.3, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. TERM OF AGREEMENT

Unless sooner terminated under the provisions of Section 13, or otherwise rightfully terminated, this Agreement shall remain in effect for an initial term of two (2) years from the Effective Date. Thereafter it shall remain in effect; provided however, either party may terminate this Agreement for convenience effective at the end of such initial two (2) year term by providing at least 120 days prior written notice or at any time thereafter upon at least 120 days prior written notice.

13. DEFAULT AND TERMINATION

13.1 Termination for Default

If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option shall have the right to terminate this Agreement by written notice unless, within thirty (30) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) calendar days, the defaulting party institutes within the thirty (30) calendar days steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. In the event Licensee intentionally commits a material breach of Sections 2.1.3, 7.1 and/or 8.1 of this Agreement, Netscape may immediately terminate this Agreement.

13.2 Bankruptcy

Either party shall have the right to terminate this Agreement if the other party ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within ninety (90) calendar days, or makes an assignment for the benefit of its creditors.

13.3 Effect on Rights

13.3.1 Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement.

13.3.2 Except as specified in Sections 13.4 and 13.5 below, upon termination or expiration of this Agreement, all licenses for Netscape Products and Documentation granted under this Agreement shall terminate.

13.3.3 Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity, including without limitation rights or remedies under applicable patent, copyright, trade secrets, or proprietary rights laws, rules or regulations.

13.4 Effect of Termination

Within sixty (60) calendar days after termination of this Agreement, Licensee shall either deliver to Netscape or destroy all copies of the Netscape Products and Documentation (except as provided in Section 13.5) and any other materials provided by Netscape to Licensee hereunder in its possession or under its control, and shall furnish to Netscape an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. For purposes of this Section 13.4, Netscape Products, Documentation and other materials in the possession or under the control of a Distributor shall be deemed to be under the control of Licensee. Notwithstanding the foregoing, in the event that this Agreement is terminated for any reason other than by Netscape pursuant to Section 13.1 (unless such termination under Section 13.1 is reasonably contested) and provided Licensee fulfills its obligations specified in this Agreement with respect to such items, Licensee may continue to use and retain copies of the Netscape Products and Documentation to the extent, but only to the extent, necessary to support and maintain Netscape Products rightfully distributed to End Users by Licensee, directly or indirectly through Distributors, prior to termination of this Agreement.

13.5 Continuing Obligations

13.5.1 Payment of Accrued Fees. Within thirty (30) calendar days of termination of this Agreement, Licensee shall pay to Netscape all sums then due and owing. Any other such sums shall subsequently be promptly paid as they become due and owing; provided, in the event that this Agreement is rightfully terminated by Licensee pursuant to Section 13.1, Licensee shall not have any obligations to pay to Netscape the minimum commitment required by Section 4.5.

13.5.2 Continuance of Sublicenses. Notwithstanding the termination of this Agreement, all End User sublicenses which have been properly granted by Licensee and Distributors pursuant to this Agreement prior to its termination shall survive.

13.5.3 Other Continuing Obligations. The respective rights and obligations of Netscape and Licensee under any provisions of this Agreement that would by their nature survive any termination of this Agreement shall so survive.

13.6 Consistent with the protection of the rights of the party seeking injunctive relief as permitted hereunder, any injunctive relief sought by either party to enforce the obligations of the other party under this Agreement shall be structured, to the greatest extent possible, in a manner that will maintain the business operations of the party on which any such relief is imposed.

14. GENERAL PROVISIONS

14.1 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to be properly given upon the earlier of (a) actual receipt by the addressee or (b) five (5) business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested, or two (2) business days after being sent

via private industry courier to the respective parties at the addresses first set forth above or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section 14.1. Notices to Netscape and Licensee shall be attention to: Legal Department.

14.2 Waiver and Amendment

The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Netscape and Licensee.

14.3 Assignment

This Agreement and the licenses granted hereunder are to a specific legal entity or legal person, not including corporate subsidiaries or affiliates of Netscape or Licensee, and are not assignable by Netscape or Licensee, nor are the obligations imposed on Netscape or Licensee delegable without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing nor any provisions restricting the transferability of licenses contained herein, either party may assign this Agreement to a successor to all or substantially all of its business or affiliates controlled by it or under common control with it, provided that such successor or affiliate is not engaged in the development or provision of products or services that compete with the other party. Any attempt to sublicense (except as expressly permitted herein) assign or transfer any of the rights, duties or obligations under this Agreement in derogation hereof shall be null and void.

14.4 Governing Law

This Agreement is entered into in the State of California, U.S.A., and this Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without reference to its conflicts of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

14.5 Relationship of the Parties

No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Licensee nor its agents have any authority of any kind to bind Netscape in any respect whatsoever.

14.6 Captions and Section Headings

The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

14.7 Severability

If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (a) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision or provisions shall be reformed without further action by the parties hereto to and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

14.8 Force Majeure

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

14.9 Entire Agreement

This Agreement, including the Attachments hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all proposals or prior agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Licensee, whether formally rejected by Netscape.

14.10 English

This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

14.11 Source Code Escrow

Upon Licensee's request, Netscape shall designate Licensee as a registrant to a source code escrow account(s) established by Netscape that covers the Netscape Products, provided that Licensee agrees to any commercially reasonable terms and conditions generally imposed by Netscape in conjunction with such arrangements.

14.12 Nynex

Netscape agrees to offer to license the Netscape Products to Nynex on substantially the same terms contained in this Agreement (provided that Netscape may negotiate with Nynex a separate minimum commitment from that set forth in Section 4.5 and separate restriction on speculative

distributions set forth in Section 2.1.1.1) for forty-five (45) days from the Effective Date. In the event Netscape and Nynex enter into such an agreement within forty-five (45) days from the Effective Date, any Client Product sublicenses issued to End Users for which fees are received by Netscape under that agreement shall be credited to the minimum commitment by Licensee set forth in Section 4.5.

14.13 Educational Sales

Upon the request of Licensee, Netscape agrees to add an addendum to this Agreement permitting Licensee to license the Client and Server Products to educational users for no licensing fees, provided that Licensee agrees to any commercially reasonable terms and conditions generally imposed by Netscape in conjunction with such arrangements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

NETSCAPE COMMUNICATIONS CORPORATION	BELL ATLANTIC INTERNET SOLUTIONS, INC.
By:_____ Signature	By:_____ Signature
Name:_____ Print or Type	Name: Robert E. Beran Print or Type
Title:_____	Title: PRESIDENT
Date:_____	Date: March 20, 1996

ATTACHMENT A

NETSCAPE PRODUCT DESCRIPTIONS

	Description	Media	Paper Documentation	Security	Machine	OS
Server Products						
	Commerce Server 1.2*	CD-ROM	Included	exportable	Unix	Unix,NT
	Enterprise Server 2.0	CD-ROM	Included	exportable	Unix	Unix,NT
	SuiteSpot 1.0	CD-ROM	Included	exportable	PC	Unix,NT
	Mail Server	CD-ROM	Included	exportable	PC	Unix
	News Server	CD-ROM	Included	exportable	PC	Unix
	Proxy Server 2.0	CD-ROM	Included	exportable	PC	Unix
	Catalog Server 1.0	CD-ROM	Included	exportable	PC	Unix
Client Products LAN versions						
	Navigator 2.0 for Windows	Golden Master	None	exportable	PC	Windows
	Navigator 2.0 for Windows	Golden Master	None	Not exportable	PC	Windows
	Navigator 2.0 for Windows NT	Golden Master	None	exportable	PC	Windows NT
	Navigator 2.0 for Windows NT	Golden Master	None	Not exportable	PC	Windows NT
	Navigator 2.0 for Windows 95	Golden Master	None	exportable	PC	Windows 95
	Navigator 2.0 for Windows 95	Golden Master	None	Not exportable	PC	Windows 95
	Navigator 2.0 for Macintosh	Golden Master	None	exportable	Mac	Mac OS
	Navigator 2.0 for Macintosh	Golden Master	None	Not exportable	Mac	Mac OS
	Navigator 2.0 for Unix	Golden Master	None	exportable	Unix	Unix
	Navigator 2.0 for Unix	Golden Master	None	Not exportable	Unix	Unix
	Navigator Gold for Windows 95	Golden Master	None	exportable	PC	Windows 95
Dial Up versions	Navigator 2.0 for Windows	Golden Master	None	exportable	PC	Windows
	Navigator 2.0 for Windows	Golden Master	None	Not exportable	PC	Windows
	Navigator 2.0 for Windows NT	Golden Master	None	exportable	PC	Windows NT
	Navigator 2.0 for Windows NT	Golden Master	None	Not exportable	PC	Windows NT
	Navigator 2.0 for Windows 95	Golden Master	None	exportable	PC	Windows 95
	Navigator 2.0 for Windows 95	Golden Master	None	Not exportable	PC	Windows 95
	Navigator 2.0 for Macintosh	Golden Master	None	exportable	Mac	Mac OS
	Navigator 2.0 for Macintosh	Golden Master	None	Not exportable	Mac	Mac OS
	Navigator 2.0 for Unix	Golden Master	None	exportable	Unix	Unix
	Navigator 2.0 for Unix	Golden Master	None	Not exportable	Unix	Unix
Enterprise Kit	**Navigator Enterprise Customization Kit (Windows, Windows 95, Macintosh Power PC, Macintosh 68000 and X-Motif)	Golden Master	Included	na	PC	Windows 95

*Commerce Server 1.2 will be provided to Bell Atlantic in the initial order. Commerce Server 1.2 will be replaced with Enterprise Server 2.0 at no charge when it is available.

** Bell Atlantic will receive the current beta version. Bell Atlantic will receive at no additional charge the commercial version when it is released.

Attachment A

Netscape Product Descriptions

	Description	Media	Paper Documentation	Security	Machine	OS
Client Products	Navigator 3.0 for Windows	Golden Master	None	exportable	PC	Windows
LAN versions	Navigator 3.0 for Windows	Golden Master	None	Not exportable	PC	Windows
	Navigator 3.0 for Windows NT	Golden Master	None	exportable	PC	Windows NT
	Navigator 3.0 for Windows NT	Golden Master	None	Not exportable	PC	Windows NT
	Navigator 3.0 for Windows 95	Golden Master	None	exportable	PC	Windows 95
	Navigator 3.0 for Windows 95	Golden Master	None	Not exportable	PC	Windows 95
	Navigator 3.0 for Macintosh	Golden Master	None	exportable	Mac	Mac OS
	Navigator 3.0 for Macintosh	Golden Master	None	Not exportable	Mac	Mac OS
	Navigator 3.0 for Unix	Golden Master	None	exportable	Unix	Unix
	Navigator 3.0 for Unix	Golden Master	None	Not exportable	Unix	Unix
	Navigator Gold for Windows 95	Golden Master	None	exportable	PC	Windows 95
Dial Up versions	Navigator 3.0 for Windows	Golden Master	None	exportable	PC	Windows
	Navigator 3.0 for Windows	Golden Master	None	Not exportable	PC	Windows
	Navigator 3.0 for Windows NT	Golden Master	None	exportable	PC	Windows NT
	Navigator 3.0 for Windows NT	Golden Master	None	Not exportable	PC	Windows NT
	Navigator 3.0 for Windows 95	Golden Master	None	exportable	PC	Windows 95
	Navigator 3.0 for Windows 95	Golden Master	None	Not exportable	PC	Windows 95
	Navigator 3.0 for Macintosh	Golden Master	None	exportable	Mac	Mac OS
	Navigator 3.0 for Macintosh	Golden Master	None	Not exportable	Mac	Mac OS
	Navigator 3.0 for Unix	Golden Master	None	exportable	Unix	Unix
	Navigator 3.0 for Unix	Golden Master	None	Not exportable	Unix	Unix

ATTACHMENT B

PRICING, PAYMENT SCHEDULES AND DELIVERABLES

1. Pricing for Netscape Products. The license fee for each copy of a Client Product on a per End User basis (or, with respect to Licensee, each individual within Licensee that uses any Client Product), for each copy of a Server Product on a per server basis, and for each copy of an Enterprise Kit on a per site basis, shall be as follows:

See Schedule B attached.

License fees for Netscape Products or Major Updates thereto that are not specified in Schedule B shall be as agreed between the parties.

2. Maintenance and Support.

2.1 Client Products

(a) Licensee agrees to pay to Netscape for the annual maintenance and support services described in Attachment D hereto, the annual support fee listed in Schedule B concurrent with the license fee for such Client Product (except for any licenses purchased by Licensee to fulfill its minimum purchase commitment as to which maintenance and support, at Licensee's option, may be paid when such license is sublicensed to an End User at Netscape's prevailing rates). Thereafter during the term of this Agreement, on each one year anniversary of the end of the calendar quarter in which Licensee first paid the license fee and annual support fee for such Client Product, Licensee shall pay the annual support fee listed in Schedule B for each Registered User and Internal Use Client Product ("Follow-on Annual Maintenance Fees") provided that Licensee elects to continue maintenance and support hereunder.

(b) Maintenance and support fees in the amount of $100,000 for the first 100,000 Registered Users and Internal Use Client Product users shall be due and payable upon the Effective Date of this Agreement. The amount of $100,000 is prepayment for maintenance and support for the first 100,000 of such users and can be used to fulfill new or follow-on annual support fees.

2.2 Server Products

Licensee agrees to pay to Netscape for the annual maintenance and support services described in Attachment D hereto, for the first fifteen (15) Enterprise Server Products and for each subsequent Server Product licensed during the term of this Agreement, the annual support fees listed in Schedule B (at the discount listed therein). The annual support fee for the first fifteen (15) Enterprise Server Products shall be due and payable on the Effective Date and on each anniversary of the Effective Date for so long as Licensee elects to continue maintenance. The annual support fee for subsequently licensed Server Products shall be due concurrent with the license fee for such Server Product and on each anniversary of such due date for so long as Licensee elects to continue maintenance.

2.3 Enterprise Kit

With respect to the Enterprise Kit, Netscape agrees to provide to Licensee annual maintenance and support services described in Attachment D hereto (but additionally including all Major Updates to the Enterprise Kit) as part of the maintenance and support services purchased by Licensee under Section 2.1(a) above.

3. Major Updates. Licensee may update existing End Users to Major Updates and may update the copies of the Netscape Products used internally by Licensee by paying Netscape the price listed in Schedule B for Major Updates or as otherwise agreed by the parties for Major Updates prices not included on Schedule B.

4. Deliverables. One (1) master reproduction copy of each of the Client Products (media), fifteen (15) copies of the Server Product and thereafter on an as-ordered basis, and one (1) copy of the Enterprise Kit (if not already supplied) and thereafter on as-ordered basis. Documentation for all such Netscape Products shall be supplied in HTML format, as well as paper form where indicated in Attachment A.

5. Territory: The United States and its possessions and territories

Ship To Address for Deliverables.
(not P.O. address)
1880 Campus Commons Drive
Reston, Virginia 22091

Attention: Frank Barnes
Telephone: 703 708 4212

Bill To Address for Invoice.

1880 Campus Commons Drive
Reston, Virginia 22091

Attention: Frank Barnes
Telephone: 703 708 4212

Netscape Sales Rep: Chuck Whyard
Telephone Number: 301 571 9315

Schedule B (page 1)

	Description	Qty	Discount Price	3.0 Update Price	3.0 New Price	Annual* Support Fee	Due Net 30 from the Effective Date
LAN -Clients							
	Navigator 2.0 for Windows	1	$4.00	$6.00	$6.00	$1.00	
	Navigator 2.0 for Windows NT	1	$4.00	$6.00	$6.00	$1.00	
	Navigator 2.0 for Windows 95	1	$4.00	$6.00	$6.00	$1.00	
	Navigator 2.0 for Macintosh	1	$4.00	$6.00	$6.00	$1.00	
	Navigator 2.0 for Unix	1	$4.00	$6.00	$6.00	$1.00	
	Navigator Gold for Windows 95	1	$12.00	$10.00	$14.00	$1.00	
	Due Net 30 from Effective Date- LAN Client License Fees	40,000	$4.00				$160,000
Dial-up Clients							
	Navigator 2.0 for Windows	1	$6.00	$6.00	$8.00	$1.00	
	Navigator 2.0 for Windows NT	1	$6.00	$6.00	$8.00	$1.00	
	Navigator 2.0 for Windows 95	1	$6.00	$6.00	$8.00	$1.00	
	Navigator 2.0 for Macintosh	1	$6.00	$6.00	$8.00	$1.00	
	Navigator 2.0 for Unix	1	$6.00	$6.00	$8.00	$1.00	
Pre-Paid Maintenance	Due Net 30 from Effective Date	100,000	$1.00				$100,000

Schedule B (page 2)

	Description	Qty	Unit List Price	10% Discount	20% Discount	Extended Price	Due Net 30 from the Contract Signing
Servers	Commerce Server 1.2 - This will be upgrade at No Charge to Enterprise Server 2.0 when it is available. Enterprise Server 2.0 includes Navigator Gold, LivewirePro, Integrated Verity, MKS Integrity Engine, SSL 3.0)	15	$1,495		$1,196	$17,940	$17,940
	Processor Charge - Applicable in multi-processor configurations. 40% of the then-current discounted Enterprise Server price being received by Licensee.	0	$418				
Server Support	Enterprise Server - Support includes technical support and all minor and major upgrades for the one year period following the effective date	15	$598			$8,970	$8,970
***Navigator Enterprise Customization Kit**	E-Kit	1	$10,000	$9,000		$9,000	$9,000
Navigator Enterprise Customization Kit Annual Support	Includes technical support and all minor and major upgrades.	1	n/c				

* Bell Atlantic will receive the beta version of the Enterprise Kit. When the Commercial Version is released, Bell Atlantic will receive this version at no additional charge. For each purchase of an Enterprise Kit license, Bell Atlantic will receive a credit against amounts payable to Netscape under this Agreement for any difference between $9000 and the then-current Commercial List Price less 10% (if such amount is lower than $9000).

Schedule B (page 3)

	Description	Qty	List Price	10% Discount Price	20% Discount Price
Additional Server Products					
	Enterprise Server 2.0*		$1,495		$1,196
	SuiteSpot 1.0		$3,995	$3,596	
	Mail Server		$995	$896	
	News Server		$995	$896	
	Proxy Server 2.0		$995	$896	
	Catalog Server 1.0		$995	$896	
	Processor Charge- Applicable in multi-processor configurations. 40% of the then-current discounted Server Product price being received by Licensee.				
	*All Enterprise Servers (beyond the initial 15) for 1 year from the contract effective date will be priced at 20% of the current list price.				

Customer Contact: Mr. Mike Souder
Phone No: (703)708-4296
Address: 1880 Campus Commons Drive
City, State, Zip Reston, VA 22091

Prices do not include shipping & handling.

Netscape's Contact: Mr. Chuck Whyard
Address: 6701 Democracy Blvd. Suite 300
City, State, Zip Bethesda, MD. 20817
Phone: (301)571-9315
FAX: (301)564-4619
E-Mail: chuckw@netscape.com

ATTACHMENT C-1

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subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is

ATTACHMENT D

OEM MAINTENANCE AND SUPPORT

1. Maintenance/Minor Updates. In consideration of the Maintenance and Support fees set forth in Attachment B, Netscape will provide to Licensee, during the period for which maintenance and support fees have been paid to Netscape, any Minor Updates for all Netscape Products licensed under the Agreement that are made generally available by Netscape during such period. Licensee and not Netscape will be responsible for providing Minor Updates to its Distributors and End Users. The expenses of any such distribution will be paid by Licensee. Licensee shall be entitled to use electronic or alternative dissemination methods for such Minor Updates for then-current End Users of the Netscape Products being updated by such Minor Updates. Licensee and Netscape agree to discuss monthly support issues and processes.

2. Technical Support. In consideration of the Maintenance and Support fee set forth in Attachment B, Netscape will provide Licensee, during the period for which maintenance and support fees have been paid to Netscape, with Netscape's backend technical support services, as further described herein.

a. Back-end Support. Netscape will provide back-end support to Licensee for Program Errors not resolved by Licensee pursuant to Licensee's support policies and in accordance with subsection (b) below. This support includes efforts to identify defective source code and to provide corrections, workarounds and/or patches to correct Program Errors. Netscape will provide Licensee with a telephone number and an e-mail address which Licensee may use to report Program Errors 5am - 5pm Pacific Standard Time. For priority 1 or 2 failures, Licensee agrees to notify Netscape via both telephone and e-mail. Licensee will identify one (1) member and two (2) alternates of its customer support staff and an alternate to act as the primary technical liaisons responsible for all communications with Netscape's technical support representatives. Such liaisons will have sufficient technical expertise, training and/or experience for Licensee to perform its obligations hereunder. Within one (1) week after the Effective Date, Licensee will designate its liaison(s). Notification will be in writing and/or e-mail to Netscape. Licensee may substitute contacts at any time by providing to Netscape one (1) week's prior written and/or electronic notice thereof.

Netscape shall make reasonable commercial efforts to correct significant Program Errors that Licensee identifies, classifies and reports to Netscape and that Netscape replicates or Licensee reasonably demonstrates to Netscape. In the event a Priority 1 or 2 Program Error cannot be corrected within sixty (60) days of such replication or demonstration, Licensee shall be released from its minimum purchase commitment pursuant to Section 4.5 of the Agreement. Netscape may reclassify Program Errors if the parties reasonably determine that Licensee's classification is incorrect. Licensee will provide sufficient information to enable Netscape to duplicate the Program Error before Netscape's response obligations will commence. Netscape will not be required

to correct any Program Error caused by (a) the incorporation, attachment or other engagement of any attachment, feature, program, or device, other than by Netscape, to the Netscape Products, or any part thereof; or (b) accident; transportation; neglect or misuse, other than as caused by Netscape; alteration, modification, or enhancement of the Netscape Products other than by Netscape (except as permitted by the Enterprise Kit) or as authorized by Netscape in writing; failure to use an installation environment or supplies or materials not authorized by Netscape or contemplated by the Documentation; use of the Netscape Products for other than the purposes contemplated by the Documentation; use of the Netscape Products on any systems other than the specified hardware platform for such Netscape Products; or Licensee's use of defective media (other than defective media provided by Netscape to Licensee) or defective duplication of the Netscape Products; or Licensee's failure to incorporate any Minor Update previously released by Netscape which corrects such Program Error.

Netscape agrees to provide Licensee a file in an ASCII file format (with the appropriate database format noted) the known problems and/or defects with current releases of the Netscape Products when said file is available.

Provided Program Error reports are received by Netscape during 5am - 5pm Pacific Standard Time, Netscape will use its best commercial efforts to communicate with Licensee about the Program Error via telephone or e-mail within the following targeted response times:

Priority	Failure Description	Response Time	Hours of Coverage
1	Fatal (no useful work can be done)	10 working hours	5:00am to 5:00pm Pacific time
2	Severe Impact (functionality disabled): errors which result in a lack of application functionality or cause intermittent system failure	1 working day	5:00am to 5:00pm Pacific time
3	Degraded Operations: errors causing malfunction of non-critical functions	3 working days	8:00am to 5:00pm Pacific time
4	Minimal Impact: attributes and/or options to utility programs do not operate as stated	Future release, on business justifiable basis	8:00am to 5:00pm Pacific time
5	Enhancement Request	When applicable	8:00am to 5:00pm Pacific time

Netscape will use reasonable commercial efforts to resolve each significant Program Error by providing either a reasonable workaround, an object code patch, or a specific action plan for how Netscape will address the problem and an estimate of how long it will take to rectify the defect. Netscape reserves the right to charge Licensee additional fees at its then-standard rates for services performed in connection with

reported Program Errors which are later determined to have been due to hardware or software not supplied by Netscape. Notwithstanding the foregoing, Netscape has no obligation to perform services in connection with (i) Program Errors resulting from hardware or software not supplied by Netscape; or (ii) which occur in the Netscape Product release which is not the then-current release or the release immediately preceding the then current release (the then current and/or immediately preceding release may be a Minor or Major Update).

b. Front-line Support. Licensee, and not Netscape, will provide front-line technical support to its Distributors and Registered Users. Such support includes call receipt, call screening, installation assistance, problem identification and diagnosis, efforts to create a repeatable demonstration of the Program Error and, if applicable, the distribution of any replacement media or Minor Updates. Licensee agrees that any documentation distributed by Licensee will clearly and conspicuously state that Registered Users should call Licensee for technical support for the Netscape Products. Netscape will have no obligation to furnish any assistance, information or documentation with respect to the Netscape Products, to any Distributor or Registered User. If Netscape customer support representatives are being contacted by a significant number of Licensee's Distributors or Registered Users then, upon Netscape's request, Licensee and Netscape will cooperate to minimize such contact.

ATTACHMENT E

LICENSEE SERVICES

Licensee intends to introduce an Internet Access Service which will consist of the following capabilities. Subject to Section 1.12 of the Agreement, Licensee reserves the right to modify the following capabilities as it deems necessary in its sole discretion.

- Local Transport Service (provided by regulated telephone companies)
- TCP/IP Routing Service (both switched and dedicated)
- Equal access to InterLata Exchange Carriers
- Suite of Premise Services including client software (datacom, security systems, web sites)
- Suite of Server Based Services (DNS, Mail Relay, email, usenet news, www, chat)
- Installation and consulting services
- Help Desk & Technical Support
- Billing Services for the IXC's
- Billing to the Customer

EXHIBIT F

ENTERPRISE KIT DESCRIPTION

Using the Netscape Navigator Enterprise Configuration Kit

Introducing the E-Kit

Welcome to the online guide for the Netscape Navigator Enterprise Configuration Kit V1.0 (E-Kit). The E-Kit is break-through Netscape technology that helps you to create a customized, lockable version of the Netscape Navigator for redistribution within your organization. In the shipping version of the Netscape Navigator, some of the elements you can customize with the E-Kit, such as Directory and Help menu commands, have "hard-coded" preset values. Other E-Kit-customizable elements, such as the Home Page URL, are normally set as preferences by Netscape Navigator end users. Using the E-Kit, you create a version of the Netscape Navigator that has locked values for any of the following elements you choose.

Home page

- Home Page URL

- Whether the Home Page loads automatically when the user start Netscape Navigator

Mail and news settings

- Outgoing SMTP mail server
- Incoming POP mail server
- Whether users leave mail on the server or download it
- News NNTP server

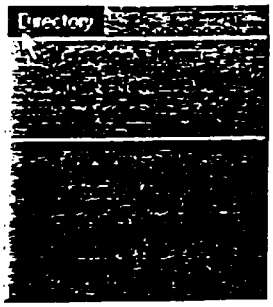
Proxy settings

- All Proxy server settings
- Proxy type (none, manual, or automatic)

Button and menu settings

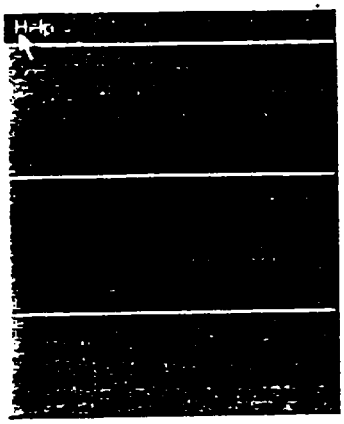
- Directory button labels and URLs
  Button labels are the words that appear on the buttons. Directory button URLs are the addresses that are loaded when users click the buttons

- Directory menu labels and URLs
  Directory menu labels are the commands that appear in the Directory menu. Directory menu URLs are the addresses that are loaded when users choose Directory menu commands.



- Help menu labels and URLs
  Help menu labels are the commands that appear in the Help menu; Help menu URLs are the addresses that are loaded when users choose Help menu commands.

  Note:
  The 'About Netscape...' menu label and the use of the letter 'A' as a keyboard selector can not be modified



User agent

- User agent identifier
  The user agent is a unique product identification string which is appended to the Netscape Navigator version number. This string, of up to 5 characters, can be used to uniquely label customized versions of the Netscape Navigator.

  Example:
  User agent=NSCP produces a product version number of Mozilla 2.0E-NSCP

Animation

- Animation graphics and URL
  You can replace the shooting star Netscape graphic in the upper right corner of the Navigator window with graphic files of your own. Additional information to be suppplied.

  The URL is the location that is loaded when users click the animation graphic.

Depending on your organization's needs, you can customize and lock any or all of these areas.

How the E-Kit works

The E-Kit creates a uniquely modified version of the Netscape Navigator (and associated files where necessary) for Windows, Macintosh, and X-Motif. The files produced by the E-Kit depend on the platform.

- The Windows E-Kit creates a configuration data file (Netscape.lck) that users must install on their systems in order to run the E-Kit Navigator.
- The Macintosh E-Kit creates self-contained customized Navigators (Power PC and 68000 versions).
- The X-Motif E-Kit creates a configuration data file (Netscape.lock) that users must install in their application defaults directory in order to run the E-Kit Navigator.

The E-Kit consists of three components:

1. An *installable E-Kit version of the Netscape Navigator* (2.0Eb1)
   The E-Kit version is Navigator 2.0E, based on Navigator version 2.0. Also included are all of the additional platform-specific files required for installing the Netscape Navigator

(such as license agreement and read me files). The Beta version of the E-Kit Navigator expires on May 31, 1996.

2. A *sample configuration file* (sample.kit)
   The configuration file is an editable text file that lists the elements that can be customized and the corresponding customized values. You can edit the sample configuration file or use it as the basis for creating your own configuration file.

3. A *configuration compiler utility* (its name varies by platform)
   The configuration compiler output varies by platform. The Windows and X-Motif configuration compilers generate lock files. The Macintosh configuration compiler generates a self-contained, customized version of the Navigator.

Choose the instructions for your platform from the sections below.

---

1. Install the E-Kit

Installing the Windows E-Kit

The Windows version of the E-Kit consists of four disk image zip files: three Netscape Navigator installation disks and an E-Kit disk. The E-Kit contains both Windows 3.1 and Windows 95 versions of the Netscape Navigator.

To install the Windows E-Kit:

- If you're downloading the E-Kit, download all four .zip files. If you received the E-Kit on disks, insert the E-Kit disk in your floppy drive and copy the E-Kit Zip file to your hard drive.
- Unzip the E-Kit file the way you usually unzip files (with pkunzip or WinZip).
- Place the Windows 3.1 and Windows 95 files in separate subdirectories.

Installing the Macintosh E-Kit

The Macintosh version of the E-Kit consists of a compressed archive that contains both Power PC and 68000 versions of the Netscape Navigator.

To install the Macintosh E-Kit:

- If you're downloading the E-Kit, download the compressed archive to your hard drive. If you received the E-Kit on a disk, insert the E-Kit disk in your floppy drive.

- Double-click the E-Kit Installer icon. The E-Kit installer creates separate folders for the Power PC and 68000 Navigators.

Installing the X-Motif E-Kit

The X-Motif version of the E-Kit consists of a tar file.

To unpack the X-Motif E-Kit:

- If the tar file is a .gz file, use:
  `gunzip -c *.gz | tar xvf-`
  where * is the name of the tar file.

- If the tar file is a .Z file, use:
  `uncompress -c *.Z | tar xvf -`
  where * is the name of the tar file.

---

2. Examine the Sample Configuration File

The E-Kit contains a sample configuration file that you can use as the starting point for creating a customized Navigator. It is an editable text file that consists of paired keys (on the left) and values (on the right).

For example, in this pair,

Home page=http://www.netscape.com
Home page is the key and *http://www.netscape.com* is the value.

The keys and values are divided into sections by section tags. Section tags are required for Windows, but are optional for Macintosh and X-Motif.

For example, this is the Services section tag followed by keys and values in the section.

```
[Services]
NNTP_server=news
SMTP_server=smtp
POP_server=weasel
```

The sample configuration file also contains commented lines that explain a bit about the format of entries.

For example, this is the Proxy Information section tag followed by comment lines that explain what the value can be.

```
[Proxy Information]
# Proxies. The type is either a number or a token:
# None = 0, Manual = 1, or Automatic = 2.
# Proxies. The type is either a number or a token:
```

---

3. Edit the Configuration File

Because the configuration file is a plain text file, you can edit it using any word processor or text editor you like. You can also create more than one configuration file. If you use a word processor, make sure that you save the edited configuration file as text. See the Sample configuration file for the full contents of the configuration file.

Here is some basic information about the configuration file. Information about specific configuration file sections follows.

- Each entry is of the form KEY=VALUE. All of the keys that you can supply values for are already in the sample file. The key is not case sensitive. Entries may appear in any order.
- An end-of-line signals the end of each entry. The Macintosh compiler recognizes any of the new line markers used by Macintosh, DOS, and UNIX.
- The compiler ignores blank lines.
- Comments begin with a # character and end with a new line. A comment can't be on the same line as an entry (otherwise it's read as part of the value).
- You can surround a key and a value with white space.
- You can enclose a value in quotation marks if you wish, however, quotation marks are only required when a value begins or ends with white space.

Editing buttons and menus

Illustrations with callouts to buttons, menu separators, and menu accelerators to be supplied

- To add a separator line in a menu, use a value of "-".

- To add a Windows or X-Motif keyboard accelerator, place an ampersand (&) before the accelerator letter.

  For example, a menu value of What's &New appears in the menu as What's New (with the N underlined).

- To include an ampersand in a menu command, type "&&".

- To indicate the last button or menu item, use a blank value for the next button or menu item. The blank button or menu item and all subsequent buttons and menu items are invisible.

  For example, if button 3 is the last button for which you want to show a value, the entries would look like this:

  ```
  button 3="Handbook"
  button 4=
  ```

  Button 4 and all subsequent buttons become invisible.

- If you wish to leave a button or menu item that is not invisible unchanged, comment out the key and value from the configuration file.

  For example, if you want to leave button 1=Doonesbury, place a # at the beginning of the entry.

  # button 1=Doonesbury

User Agent

You can add a tag to the end of the Navigator version number to uniquely identify your customized version. The tag can be up to 5 characters and can contain only letters, numbers, underscores, and hyphens. Brackets and parentheses are not permitted.

For example, this entry:
`User agent=NSCP`, produces a user agent of "Mozilla 2.0E-NSCP"

Animation

Animation consists of one still frame and up to 40 animation frames.

The way in which you specify animation is platform-dependent. More information to be supplied.

4. Process the Configuration File

Processing the Windows configuration file

After you've edited the configuration file to meet your needs, you run the configuration compiler utility to create the customized Navigator. The compiler utility creates a lock file that must be present for the Navigator to run.

To process the configuration file:

1. Start the configuration compiler (locker.exe).

   Under Windows 3.1, choose File|Run in the Program Manager and run locker.exe.

   Under Windows 95, click Start, choose Run, click the Browse button to locate locker.exe and click OK.

2. Click Next to begin.

3. Read the introduction and click Next to continue.

4. Select the configuration file you want to use and click Finish.

Processing the Macintosh configuration file

After you've edited the configuration file to meet your needs, you run the configuration compiler utility to create the customized Navigator. The compiler utility creates a customized copy of the Navigator (the original remains unchanged).

To process the configuration file:

1. Double-click the Enterprise Kit icon in the E-Kit folder.

2. Click Next to begin.

3. Click Open Configuration File and select the configuration file you want to use.

4. Click Open Navigator and select the Navigator you want to use.

5. Type a name for the new Navigator and click Save.

6. Click Exit to quit or click Back to configure another Navigator.

Processing the X-Motif configuration file

After you've edited the configuration file to meet your needs, you run the configuration compiler utility from the command line to create the customized Navigator. The compiler utility produces a Netscape.lock file that must be present in the app-defaults directory for the Navigator to run.

To process the configuration file:

1. At the command line, type:
   `e-kit filename`
   where *filename is the name of your configuration file.*

---

5. Packaging and Distribution

Packaging and distribution for Windows users

The Windows E-Kit contains three Netscape Navigator installation disk zip files. These disk zip files contain everything--except the .lck file--that your end users will need for installing the Netscape Navigator.

To package and distribute the E-Kit Navigator:

1. Copy disk1.zip, disk2.zip, and disk3.zip to separate disks.

2. Copy the netscape.lck file generated by the compiler utility to the disk that contains
3. disk1.zip.

4. Install the Navigator as usual, using the three E-Kit Netscape Navigator installationdisks.

   If you normally install to a network, you can copy the installation disks to a network drive as usual.

Packaging and distribution for Macintosh users

The Macintosh E-Kit contains all of the files--except the customized Navigator--that your end users will need for installing the Netscape Navigator.

To package and distribute the E-Kit Navigator:

- If you want users to install from disks, compress the customized Navigator application generated by the compiler utility and copy it, along with the usual read me and license files, to a disk.

- If you want users to install from a network, make the customized Navigator application generated by the compiler utility, along with the usual read me and license files, available on a network drive.

  PowerPC users should copy ObjectSupportLib to their System Folders.

  Users can also copy the drag and drop extensions to their System Folders and the Plug-Ins folder to the same folder into which they copy the Navigator.

Packaging and distribution for X-Motif users

The X-Motif E-Kit contains everything except the Netscape.lock that your end users will need for running the Netscape Navigator.

The Netscape.lock file created by the compiler utility must be located in the user's application defaults directory (/usr/lib/X11/app-defaults)

To distribute the customized Navigator:

- If you normally install to user's hard drives, install the E-Kit Navigator binary as usual and copy the Netscape.lock file to the app-defaults directory.

- If you normally use NFS to make applications available to users, place the E-Kit Navigator binary and the Netscape.lock file in a publicly-accessible location.

Sample configuration file

This is the sample configuration file.

```
# Sample Configuration File.

[Buttons]

# Directory buttons: 1 through 6
button 1=Doonesbury
button 1 URL=http://www.doonesbury.com
# Blank entry indicates no more buttons
button 2=

[Directory Menu]
# Directory menu: 1 through 25
directory 1="Wall Street Journal"
directory 1 URL=http://www.wsj.com
# Windows/X also support this tag:
# Directory 1 prompt = "Wall St Journal"

[Help Menu]
```

```
# Help menu: 1 through 25
help 1=Stock Quotes
help 1 url=http://quotes.galt.com
# A separator line
help 2=-

[Main]
Home page=http://www.netscape.com
# Value for booleans may be either true/false or yes/no
Autoload home page=yes

[Services]
NNTP_server=news
SMTP_server=smtp
POP_server=weasel
Leave on server=no

[Proxy Information]
# Proxies. The type is either a number or a token:
# None = 0, Manual = 1, or Automatic = 2.
Proxy type=None | Manual | Automatic
FTP_proxy=ftp
Gopher_proxy=gopher
HTTP_proxy=http
WAIS_proxy=wais
HTTPS_proxy=ssl
FTP_proxyPort=11
Gopher_proxyPort=22
HTTP_proxyPort=33
News_proxyPort=44
WAIS_proxyPort=55
HTTPS_proxyPort=66
SOCKS_server=sox
SOCKS_serverPort=77
No proxy=<domains>
Auto config URL=<url>

[General]
# User Agent tag: appended to version number
User agent = NSCP
# URL pointed to by logo/animation button.
Logo button URL = www.mycompany.com
# Animation tag: This is subject to change, and platform-
specific.
Mac animation file = anim.rsrc
```

ATTACHMENT G
NETSCAPE OEM PRICE MATRIX

Netscape Client Product Unit Pricing:

# of Client Products	Navigator 2.0(LAN)	Dial-up kit 2.0
10,000 to 25,000	$10.00	$12.50
25,000 to 100,000	$8.75	$11.25
100,000 to 250,000	$7.50	$10.00
250,000 to 500,000	$6.25	$8.75
500,000 to 1,000,000	$5.00	$7.50

Netscape Server Product Unit Pricing:

Note: There is no OEM pricing for Server Products in quantities of less than 200.

ATTACHMENT H
AUTHORIZED REPRODUCTION ENTITIES AND LOCATIONS

Bell Atlantic Internet Solutions
1880 Campus Commons Drive
Reston, Va. 22091

*Corporate Disk Company
1226 Michael Drive
Wood Dale, Ill. 60191

*Ivy Hill
778 D South St.
Philadelphia, Pa 19146

* We are still negotiating with these companies. One or both may be selected as Licensee authorized reproduction entities.

RAA 0157
BA-CONFIDENTIAL

ATTACHMENT I
CONFIDENTIAL INFORMATION SUBJECT MATTER

NETSCAPE CONFIDENTIAL INFORMATION:

1. Enterprise Kit (Beta form only): Capabilities and features as described in NN Custom Program Request Form prior to general release.

2. Availability dates, functionality or product code names associated with new client or server product releases prior to general release, provided that notwithstanding Section 8.1 of the Agreement any confidentiality obligations related to such information shall expire no later than 90 days after receipt by Licensee.

LICENSEE CONFIDENTIAL INFORMATION:

1. Licensee's product plans and deployment schedules.