



**FENWICK & WEST LLP**

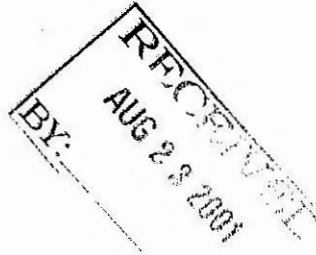
A LIMITED LIABILITY PARTNERSHIP

SUITE 200 | 815 CONNECTICUT AVENUE NW | WASHINGTON, DC 20006

TEL 202.261.0400 | FAX 202.463.6520 | www.fenwick.com

August 20, 2001

Mr. Michael T. McKibben  
Chairman & CEO  
Leader Technologies LLC  
Spectrum Commerce Center  
921 Eastwind Drive, Suite 118  
Westerville, Ohio 43081



Re: Legal Services Agreement for Leader Technologies LLC

Dear Mike:

We are pleased to have the opportunity to work with Leader. This letter sets forth the terms under which Fenwick & West LLP (the "Firm") would provide legal services to Leader Technologies LLC (the "Company").

1. Scope of the Firm's Representation. We would represent the Company in connection with

2. Staffing. I will be the partner in charge of your account. I anticipate that Phyllis Andes, a senior associate in our Washington, D.C. office, might assist me, and that I would utilize a junior associate and paralegal as necessary. In addition, Bill Fenwick will be involved in the larger strategic questions. We may change the associate and paralegal assignments over time in consultation with you. We would involve others in the Firm to work on your account as necessary or appropriate to provide services in particular areas such as intellectual property, tax or litigation.

3. Fees, Billing Rates and Investment Opportunities.

(a) Standard Rates. We would normally charge the time we spend on our representation of the Company at the standard rates of the partners and associates, paralegals, case assistants and clerks of the Firm that perform services on the Company's behalf. The current hourly rates for the attorneys we expect to work on your account are described on Exhibit A. Our hourly rates typically increase at the end of the year based upon changes in our costs or the increase in experience and expertise of our personnel. When our hourly rates are increased, the new rates would be applied to the Firm's subsequent representation of the Company. Except as indicated below, we would bill the Company at our standard rates.

(b) Equity Investment Opportunity in the Company. In consideration of our attendance at board meetings without charge, other nonbillable services, and the fee discount

arrangements described below, we request that at or shortly after the conversion transaction is completed the Firm be offered the opportunity to purchase shares of common stock (by means of a warrant or possibly by a purchase of shares), at the common stock price, representing approximately 0.25% of the anticipated common-equivalent equity of the Company after the conversion. In addition, we request that the Firm or its investment partnership be offered the opportunity to invest up to \$200,000 in each of the Company's rounds of equity financing, on substantially the same terms as other investors. We appreciate these opportunities and believe that they would build a strong relationship between the Firm and the Company.

(c) Premium for Acquisition. In the event of an acquisition of the Company, because of the intensity of the work required and the opportunity cost of losing a client, it is our practice to charge a fixed fee that includes a premium above our standard rates, payable on closing, for the work done in connection with the acquisition. We would propose an appropriate fee for your approval at the time of such a transaction.

4. Billing and Payment; Fee Deferral Arrangements. The Firm will bill the Company monthly for our legal services rendered at our applicable rates. The time spent on each matter by each time keeper each day would be shown on our statements, together with a description of the work performed. The Company would normally be expected to pay our fees and costs within 30 days after you receive each statement.

You have requested a proposal from us designed to mitigate the Company's legal fees during the startup phase of our relationship. We would be willing to defer 50% of our fees (but not our costs) until the total of deferred fees reaches \$35,000, and to defer payment of those fees until the closing of your first financing (or your receipt of funds under a significant contract providing a revenue stream to the Company) after the date of this letter (or nine (9) months, whichever occurs first). In consideration of the foregoing, we would request an initial retainer of \$5,000 to be applied against our fees and costs that are not being deferred, which you may deliver by check along with a signed copy of this letter. These deferral arrangements notwithstanding, and recognizing that the Company needs to apply its resources to the current launch of LeaderPhone™, the Firm will be flexible and work with the Company with the goal that the undeferred amounts to be paid are manageable and will not become an undue burden on the Company's cash flow during this startup phase of our relationship.

5. Costs for Which the Company Is Responsible. We will advance certain costs that are reasonably incurred in the course of our representation of the Company. These costs include payments that are made to third parties, such as filing fees with government agencies and courts, as well as costs that are paid by the Firm in the ordinary course of our representation of the Company, such as costs of obtaining or copying documents, messenger fees, travel expenses (including mileage, transportation, lodging and meals), computerized legal research and telephone fees. Should any cost exceed \$1,000, we would normally ask that the Company pay the cost directly or provide us a retainer to cover the cost. The Firm also charges 15 cents per page for photocopying and \$1.50 per page for sending facsimiles on the Company's behalf. We also bill a two percent to three percent surcharge—depending upon the amount of fees billed—to cover direct and indirect costs for telephone (we find it impractical and costly to keep track of ordinary telephone charges on an individual basis). The amount of these costs that are incurred each month would also be shown in detail on the bill that is sent to the Company monthly.

6. Potential Conflicts of Interest. We agree with the Company objective to avoid conflicts of interest where possible. Where the principal attorneys at the Firm who work with the Company become aware that a conflict of interest requiring disclosure may exist with respect to representation of another person or entity (other than those disclosed below), we will endeavor to disclose the potential conflict of interest prior to devoting substantial time and effort to the opportunity. We are not aware of any potential conflicts of interest which the Firm might have in connection with the Firm's representation of the Company except as noted below:

(a) Investors. We work with many of the venture capital funds you may approach for possible investment, and our Firm's investment partnership has investments in some of them. While we would not represent the venture funds in any financing of the Company, we have represented them in other matters from time to time and expect to represent them in the future in matters not involving the Company. Although we do not anticipate a conflict at this point, our investment in, or representation of, a venture fund that invests in the Company could create a potential conflict of interest with the Company. If a dispute should develop between such an investor and the Company, we might not be able to represent either party in the dispute unless the investor agrees in advance to an alternative arrangement that would permit the Firm to represent the Company in the dispute. If one or more venture capital funds or other persons or entities that are clients of the Firm with respect to other matters enter into negotiations with the Company concerning a possible investment in the Company, we would, of course, represent the Company and its interests and not the potential investors or their interests.

(b) Possible Equity Investment. Our prospective equity investment in the Company as part of a financing transaction would create a conflict of interest for the Firm in representing the Company in the financing. Notwithstanding our proposed investment in your financing, we will endeavor at all times to represent the Company's interests vigorously to obtain the terms most favorable to the Company. You should consult separate counsel if you have any concerns about our ability to represent the Company fairly and vigorously in the financing.

(c) Equity Interests and Voting. Our prospective equity interests in the Company, if we purchase shares of common stock or preferred stock, could create a conflict between our interests as shareholders of the Company and our legal representation of the Company. To minimize that conflict, we agree to vote all shares of Company stock over which we have voting power in accordance with the recommendations of the Company's Board of Directors on any matter submitted to the Company's shareholders. Although we believe our equity interests in the Company would create an alignment of interest with the Company rather than a conflict, and would not impair our objectivity in advising the Company, you should consult separate legal counsel concerning our potential conflict of interest.

(d) We Represent the Company. As described in this letter, our client engagement is with the Company as an entity and not with any individual constituent(s) of the Company. We will represent the Company and not any individual or group within the Company, including you individually, as the Founder, or any member of the Board of Directors (or similar governing body of the LLC) or any other co-founders or officers or interest holders or shareholders of the Company individually (although as noted in paragraph 6(a) above, we may represent one or more future investors with respect to other matters), although of course each of these groups has a

shared interest in the success of the Company. In the event of a dispute between you as the Founder or another co-founder or officer or interest holder or shareholder or director and the Company, we would represent the Company and would not be able to represent any such other person in that dispute. However, in the event of a pending or actual dispute between you as the Founder with the Company, we would not counsel or represent the Company in that dispute, although we would expect to continue to represent the Company with respect to other matters. You as Founder and the co-founders should consult other legal counsel on any matter relating to the Company and your individual interests. The preceding notwithstanding, the Firm acknowledges your current controlling interest and position in the Company and will take its direction from you until such time, if any, as there is a change in the relevant circumstances. We further acknowledge your request, consistent with our ethical obligations, to be informed in advance of any pending seminal decision and/or event that we are aware of and/or are involved in as counsel that might otherwise change your controlling interest in the Company.

(e) Other Entities. As you know, the Firm represents many companies participating in the software, internet, e-commerce, telecommunications and other information technology industries, some of which may be actual or potential competitors of the Company. While I do not believe that these other representations present conflicts of interest issues, we will endeavor to see that attorneys who devote significant time and attention to other Firm clients whose business may be competitive with the Company will not work on or review Company materials or projects and will not receive Company proprietary information, without your prior consent.

(f) Acknowledgment of Conflicts and Consent. By signing this letter, you acknowledge our actual and potential conflicts of interest and give your informed consent to our representation of the Company on the terms described in this letter. If you ever have a concern about our ability to represent the Company, I urge you to contact me to express your concern and to consult separate legal counsel.

(g) Communications Policy and Procedure. During the course of our engagement, the Firm may have contact with a range of constituents of the Company and might become privy to information, actions or pending actions unknown to the Chief Executive Officer that might hinder his/her ability to manage successfully. The Firm recognizes that in its counsellor role some constituents of the Company might try to involve the Firm in side-channel conversations in attempts to garner support and influence for individual agendas. We will endeavor to avoid discussions that are not related to the proper interests of the Company. And as noted in paragraph 6(d) above, in situations that develop into a dispute between you and the Company, we would withdraw from representing the Company (and similarly would not represent or any constituent individually) with respect to that matter. We recognize that the interests of the Company are best served by clear communications between the Chief Executive Officer and the Firm. Except as otherwise authorized by the Chief Executive Officer of the Company and with the exception of participation by representatives of the Firm at Board meetings (and responding to ordinary course of business communications from officers or directors of the Company concerning routine corporate matters, which we would endeavor to keep you apprised of), the Firm will conduct business and direct all communications through the office of the Chief Executive Officer of the Company. However, in the case of suspected civil and/or criminal misconduct by the Chief Executive Officer, the Firm may communicate its concerns to the Chairman of the Board and may take such other actions, if any, as may be required by law. If you are also the Chairman at that moment, we may

also express our concerns to you and the Board in session at its next subsequent meeting. The preceding notwithstanding, the Firm will endeavor to bring to the attention of the Chief Executive Officer of the Company material information that the Firm receives from third parties that we believe would reasonably be expected to affect management of the Company by the Chief Executive Officer. All of the foregoing is, of course, subject to our need to take such actions as the Firm deems necessary or appropriate to comply with our ethical obligations.

7. The Company's Responsibilities. It will be the Company's continuing obligation to assist the Firm in the Company's representation and provide us any relevant information that bears on our representation. We also request you to keep us informed of parties who may be in conflict with or adverse to the Company or the legal representation we have undertaken for the Company. The Company will also need to make its representatives available for personal appearances upon reasonable notice as necessary in the course of our representation. Such appearances could include, but are not limited to planning meetings and, in the case of any litigation, depositions, settlement conferences, hearings and trials.

8. Termination of Representation. Either the Company or the Firm may terminate the Firm's representation of the Company at any time by written notice. The Company will be responsible only for the payment of fees and costs that have been incurred up to the date the Firm gives or receives notice of the termination, plus fees for any work reasonably incurred by the Firm in winding up the Company's representation. The work product, work files, pleadings files and correspondence files generated or maintained by the Firm would be owned by the Firm. In the event that the Company requests the Company's own copy of those work products and files in connection with termination of the Company's representation by the Firm, the Firm would provide the Company a copy at the Firm's expense.

9. Effective Date. The effective date of our agreement would be the date when, having been executed by you, one copy of this letter is received by the Firm. Once effective, this Agreement would apply to services provided by the Firm on this matter before its effective date. Should this agreement not take effect, the Company would be obligated to pay the Firm the reasonable value of any services the Firm may have provided for you.

10. Arbitration. We appreciate the opportunity to serve as the Company's attorneys and anticipate a productive and harmonious relationship. If the Company becomes dissatisfied for any reason with the services we have performed or the fees charged, we encourage the Company to bring that to our attention immediately. If we perceive a problem with the representation, we would discuss it with you. We believe most such problems can be rectified by communication and discussion. However, a dispute could arise between us which cannot be resolved by negotiation. We believe that such attorney-client disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court.

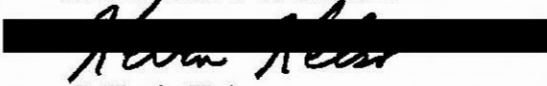
By signing this letter, you, the Company and the Firm agree that, if any dispute arises out of or relating to this agreement, our relationship, or the services performed (including but not limited to disputes regarding attorneys' fees or costs and claims of professional errors or omissions, breach of contract or fiduciary duty, fraud or any claim based upon a statute), such dispute would be resolved by submission to binding arbitration in Washington, D.C., or such other location as is mutually acceptable, before a retired judge or justice. If we are unable to agree on a

retired judge or justice, each party would name a retired judge or justice and the two named persons would select a neutral judge or justice who would act as the sole arbitrator. We will both be entitled to conduct discovery in accordance with the provisions of the D.C. Code of Civil Procedure, but either of us may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively. THE FOREGOING AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF ANY RIGHT THAT YOU OR THE COMPANY MAY HAVE TO A COURT OR JURY TRIAL.

12. No Third Party Beneficiaries. Nothing in this letter, express or implied, is intended to or shall confer upon any person other than the Company and the Firm any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this letter.

13. Confirmation. We look forward to representing the Company. If the terms set forth in this Agreement are satisfactory to you, please sign the original and the copy of this agreement in the space provided for your signature and return the original agreement to the Firm. You should keep a copy for your records.

Sincerely,  
FENWICK & WEST LLP



C. Kevin Kelso  
Partner

Accepted:

\_\_\_\_\_  
Michael T. McKibben

LEADER TECHNOLOGIES LLC

By: \_\_\_\_\_  
(please sign your name here)

Its: \_\_\_\_\_  
(please print your title here)

Dated: August 20, 2001



Mr. Michael T. McKibben  
Leader Technologies LLC  
Page 6

retired judge or justice, each party would name a retired judge or justice and the two named persons would select a neutral judge or justice who would act as the sole arbitrator. We will both be entitled to conduct discovery in accordance with the provisions of the D.C. Code of Civil Procedure, but either of us may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively. THE FOREGOING AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF ANY RIGHT THAT YOU OR THE COMPANY MAY HAVE TO A COURT OR JURY TRIAL.


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Sincerely,  
FENWICK & WEST LLP

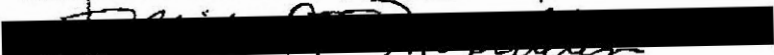
C. Kevin Kelso  
Partner

Accepted:

  
Michael T. McKibben

RECEIVED  
AUG 23 2001  
BY: \_\_\_\_\_

LEADER TECHNOLOGIES LLC

  
By: \_\_\_\_\_  
(please sign your name here)

Its: Sr. Mgr/Chairman/CEO  
(please print your title here)

Dated: August 20, 2001

  
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**Exhibit A**

**Attorney Billing Rates**

|                       |           |            |
|-----------------------|-----------|------------|
| Kevin Kelso           | Partner   | \$425      |
| Phyllis Andes         | Associate | \$330      |
| First Year Associates |           | \$170-225  |
| Paralegal             |           | \$90-\$200 |

RECEIVED  
AUG 23 2001  
BY: \_\_\_\_\_





**William A. Fenwick**

Partner

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Phone: 650.858.7200

Fax: 650.494.1417

e-mail: [bfenwick@fenwick.com](mailto:bfenwick@fenwick.com)

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**Emphasis:**

Intellectual Property Dispute  
Resolution & Litigation involving:

Patent  
Licensing  
Copyright  
Trademark  
Trade Secret  
Unfair Competition  
On-line & Other Internet Matters

**William A. Fenwick** is one of the founding partners of Fenwick & West LLP and is a member of the Litigation and Intellectual Property Groups. Fenwick & West is a 250-attorney law firm specializing in high technology matters and has offices in Palo Alto, California, Washington, D.C. and San Francisco, California.

In the early 1970's, when computer handling of personal information generated sufficient concern to coalesce libertarians, academicians and politicians, Mr. Fenwick traveled, spoke and wrote extensively on the need for rationality and caution in the flood of legislative proposals to regulate privacy and information handling. He appeared before various federal and state legislative committees to testify about proposed "privacy legislation," including the Privacy Act of 1974. He contributed to drafting changes to proposed legislation to eliminate undesirable side effects of the rush to regulate what were as yet uncharacterized activities involving information. He worked with WEMA (now AEA) to prevent the permanent retardation of the developing automation of information handling through the use of computers.

Mr. Fenwick has served as Chairman, EFT Transfer Committee, American Federation of Information Processing Societies, Inc. and is a member of the Committee on Electronic Legal Research, New York Bar Association. He has served as Chairman, Committee on Law Relating to Computers, Section on Science & Technology. He was Chairman of the Practising Law Institute's program on Computer Litigation for three years during which he was the editor of three volumes of working papers on various subjects related to law and technology. He co-authored the report on the use of technology in the courts for the California Future of the Courts Commission and has been a member of the Court Technology Committee since its creation. Since 1992 he has been involved in a number of Internet-related matters as well as online commerce and communications. Most recently, he has been involved in advising clients in Y2K-related matters.

Some of the client matters on which he has worked have involved:

- A.C. Nielsen Company
- Data East Corp.
- Electronic Arts
- Information Storage Devices
- Smithsonian Institution
- Apple Computer, Inc.
- Dun & Bradstreet
- Excite@Home
- Sharp Corporation
- Symantec Corporation



**FENWICK & WEST LLP**

PALO ALTO ► SAN FRANCISCO ► WASHINGTON DC

Mr. Fenwick is admitted to practice in the state and federal courts of New York and California and in the Courts of Appeals in the 2nd, 7th and 9th Circuits, the Court of Appeals for the Federal Circuit, the U.S. Tax Court and the U.S. Supreme Court.

Mr. Fenwick received his B.S. in business management from Southern Illinois University where he graduated with Honors and was elected to *Beta Gamma Sigma*. He received his J.D. from Vanderbilt Law School and was elected to the *Order of the Coif*.



**Gordon K. Davidson**

Chair, Fenwick & West LLP  
Partner, Corporate Group

Phone: 650.858.7237

Fax: 650.494.1417

e-mail: [gdavidson@fenwick.com](mailto:g davidson@fenwick.com)

**Emphasis:**

Start-Up Companies

Venture Capital Financings

Initial Public Offerings

Mergers & Acquisitions

Strategic Alliances

International Transactions

Intellectual Property Protection

Technology Licensing

**Gordon K. Davidson** is a partner in the Corporate Group and Chairman of the law firm of Fenwick & West LLP, which specializes in representing high technology companies. Fenwick & West is headquartered in Palo Alto, California, with offices in San Francisco, California, and Washington, D.C. Mr. Davidson advises high technology companies, including Internet, computer software and electronics companies as well as medical technology companies.

Mr. Davidson's clients range from start-ups to publicly traded companies. Among the companies he has represented through initial public offerings are:

- @Home Corporation
- AdForce, Inc.
- Broadbase Software, Inc.
- Cadence Design Systems, Inc.
- Centaur Pharmaceuticals, Inc.
- Elantec Semiconductor, Inc.
- Electronic Arts, Inc.
- Exodus Communications, Inc.
- HNC Software, Inc.
- HomeStore.com
- Intuit Inc.
- Macromedia, Inc.
- ONI Systems corp.
- Oracle Systems Corporation
- Symantec Corporation
- Transmeta Corporation
- VeriSign, Inc.
- VERITAS Software Corporation

Other clients include Cisco Systems, Kleiner Perkins Caufield & Byers, The Industry Standard, Morgan Stanley and Sun Microsystems.

His practice also emphasizes mergers and acquisitions of technology companies, including:

- \$17 billion acquisition of Network Solutions by VeriSign
- \$6.5 billion acquisition of GlobalCenter by Exodus
- \$7 billion merger of Excite and @Home
- \$2.5 billion acquisition of Seagate Software by VERITAS
- \$1.5 billion attempted acquisition of Intuit by Microsoft

He has chaired the Practising Law Institute programs on Private Placements and Mergers & Acquisitions of High Technology Companies.

Mr. Davidson is a member of the state bar of California. He graduated *Phi Beta Kappa* from Stanford University in 1970 with a B.S. in electrical engineering and received an M.S. in computer systems from Stanford in 1971. He graduated from Stanford Law School in 1974 and was a member of the *Order of the Coif*. Prior to and during law school, Mr. Davidson worked as a computer systems engineer at Stanford Research Institute and at Measurex Corporation. Following law school, he was a law clerk for Judge Ben C. Duniway in the United States Ninth Circuit Court of Appeals in San Francisco.

Mr. Davidson was recognized by the National Law Journal in June 2000 as one of the 100 Most Influential Lawyers in America and by Forbes Magazine in February 2001 as one of the 50 Most Powerful Venture Capital Dealmakers.



**FENWICK & WEST LLP**

PALO ALTO ► SAN FRANCISCO ► WASHINGTON DC



**C. Kevin Kelso**

Partner

Corporate Group

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Phone: 650.858.7600

Fax: 650.494.1417

e-mail: kkelso@fenwick.com

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**C. Kevin Kelso** is a partner in the Corporate Group of Fenwick & West LLP, a law firm specializing in high technology matters. Fenwick & West is headquartered in Palo Alto, California with offices in Washington, D.C. and San Francisco, California. He represents high technology, software and start-up clients. His practice includes venture financings, public offerings, mergers and acquisitions, advising companies regarding federal and state corporate and securities matters, and corporate formation, financing and representation. Mr. Kelso has represented a wide range of technology companies, from privately held start-ups to publicly traded companies. Among the clients he has represented are:

- Cellegy Pharmaceuticals, Inc.
- Copernicus Therapeutics
- Corel Corporation
- HomeStore.com, Inc.
- InPower, Inc.
- Integral Systems, Inc.
- International Microcomputer Software, Inc.
- Metrowerks, Inc.
- Netopia, Inc.
- SmartAge, Inc.
- Ventana Corporation

Mr. Kelso has been a member of the Corporations Committee of the State Bar of California. He was its Vice Chair for Legislation during 1995-1996 and Co-Chair of the Committee during 1996-1997. He has authored several articles on a variety of subjects and is the author of the CEB Action Guide on "Securities Transactions Deadlines." He has been a speaker at various continuing education programs, including the Practicing Law Institute program in California on recent corporate developments.

Mr. Kelso is a member of the State Bar of California. He received a bachelor of arts degree (*summa cum laude*) in 1975 from the University of Illinois. Mr. Kelso graduated from Harvard Law School (*magna cum laude*) in 1978, where he was a member of the Harvard Law Review from 1976-1978 and was a Supreme Court Editor in 1977-1978. He was a law clerk for the Honorable Anthony M. Kennedy (now a Justice of the United States Supreme Court) on the Ninth Circuit Court of Appeals from 1978-1980.



**FENWICK & WEST LLP**

PALO ALTO ▶ SAN FRANCISCO ▶ WASHINGTON DC

**SELECTED RECENT FENWICK & WEST LLP IPOs**

In the past few years, Fenwick & West LLP has closed more than 100 initial public offerings raising nearly \$6.0 billion. The following is a selective list of these companies.

|   |               |                |
|---|---------------|----------------|
| Intuit Inc.                             | \$ 34,500,000 | March 1993     |
| Macromedia, Inc.                        | 31,050,000    | December 1993  |
| Veritas Software Corporation            | 20,913,744    | December 1993  |
| Cidco Incorporated*                     | 57,787,500    | March 1994     |
| Oak Technology, Inc.                    | 76,475,000    | February 1995  |
| Premisys Communications, Inc.           | 36,800,000    | April 1995     |
| HNC Software Inc.                       | 36,225,000    | June 1995      |
| ESS Technology, Inc.                    | 120,750,000   | October 1995   |
| Pixar*                                  | 151,800,000   | November 1995  |
| Excite, Inc.                            | 39,100,000    | April 1996     |
| CardioGenesis Corporation               | 69,000,000    | May 1996       |
| Technology Modeling Associates, Inc.    | 41,400,000    | September 1996 |
| Rambus Inc.*                            | 37,950,000    | May 1997       |
| At Home Corporation                     | 108,675,000   | July 1997      |
| Galileo Technology Ltd.*                | 58,650,000    | August 1997    |
| Ocular Sciences, Inc.                   | 136,620,000   | August 1997    |
| VeriSign, Inc.                          | 48,300,000    | February 1998  |
| Artisan Components, Inc.*               | 33,350,000    | February 1998  |
| Exodus Communications, Inc.             | 77,625,000    | March 1998     |
| Asymetrix Learning Systems, Inc.        | 37,950,000    | June 1998      |
| eBay Inc.                               | 72,450,000    | September 1998 |
| Concur Technologies, Inc.               | 44,562,500    | December 1998  |
| MarketWatch.com, Inc.                   | 53,754,000    | January 1999   |
| Healthcon Corporation*                  | 46,000,000    | February 1999  |
| Autoweb.com, Inc.                       | 80,500,000    | March 1999     |
| Marimba, Inc.*                          | 92,000,000    | April 1999     |
| Flycast Communications Corporation*     | 86,250,000    | May 1999       |
| AdForce, Inc.                           | 77,625,000    | May 1999       |
| Ariba, Inc.*                            | 132,250,000   | June 1999      |
| Showcase Corporation                    | 31,050,000    | June 1999      |
| Liquid Audio, Inc.*                     | 72,000,000    | July 1999      |
| homestore.com                           | 154,000,000   | August 1999    |
| Netro Corporation*                      | 46,000,000    | August 1999    |
| Agile Software Corporation*             | 72,000,000    | August 1999    |
| MyPoints.com, Inc.*                     | 46,000,000    | August 1999    |
| Kana Communications, Inc.*              | 56,925,000    | September 1999 |
| Broadbase Software, Inc.                | 64,400,000    | September 1999 |
| Alteon WebSystems, Inc.*                | 87,400,000    | September 1999 |
| Keynote Systems, Inc.                   | 64,400,000    | September 1999 |
| Silicon Image, Inc.                     | 53,820,000    | October 1999   |
| Interwoven Inc.                         | 61,582,500    | October 1999   |
| InterTrust Technologies Corporation*    | 134,550,000   | October 1999   |
| Immersion Corporation*                  | 58,650,000    | November 1999  |
| Mediaplex, Inc.*                        | 82,800,000    | November 1999  |
| GRIC Communications, Inc.               | 74,060,000    | December 1999  |
| Ncoforma.com, Inc.                      | 104,650,000   | January 2000   |
| Quantum Effect Devices*                 | 68,448,000    | January 2000   |
| Avanex Corporation*                     | 248,400,000   | February 2000  |
| Niku Corporation                        | 220,800,000   | February 2000  |
| ImproveNet, Inc.*                       | 50,784,000    | March 2000     |
| Snowball.com, Inc.                      | 79,062,500    | March 2000     |
| ONI Systems, Corp.                      | 230,000,000   | May 2000       |
| Handspring Inc.                         | 230,000,000   | June 2000      |
| Talarian Corporation                    | 77,280,000    | July 2000      |
| Lexar Media, Inc.                       | 59,800,000    | August 2000    |
| O, Micro International Limited*         | 41,400,000    | August 2000    |
| Computer Access Technology Corporation* | 48,300,000    | November 2000  |
| Transmeta Corporation                   | 313,950,000   | November 2000  |

\* Represented the underwriters.

\*\* Initial offering was a debt offering