UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2009

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission File Number: 000-23593

VERISIGN, INC.
(Exact name of registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**94-3221585** **(I.R.S. Employer Identification No.)**
487 East Middlefield Road, Mountain View, CA **(Address of principal executive offices)**	**94043** **(Zip Code)**

Registrant's telephone number, including area code: (650) 961-7500

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.): YES ☐ NO ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Shares Outstanding October 31, 2009
Common stock, $.001 par value	192,345,267

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PART I—FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

As required under Item 1—Condensed Consolidated Financial Statements (Unaudited) included in this section are as follows:

Financial Statement Description	Page
• Condensed Consolidated Balance Sheets as of September 30, 2009 and December 31, 2008	4
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VERISIGN, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)
(Unaudited)

	September 30, 2009	December 31, 2008
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,432,306	$ 789,068
Accounts receivable, net of allowance for doubtful accounts of $668 at September 30, 2009 and $1,208 at December 31, 2008	73,247	83,749
Prepaid expenses and other current assets	151,003	268,178
Assets held for sale	240,202	483,840
Total current assets	1,896,758	1,624,835
Property and equipment, net	372,413	385,498
Goodwill	290,214	283,109
Other intangible assets, net	24,681	35,312
Other assets	37,397	38,118
Total long-term assets	724,705	742,037
Total assets	$ 2,621,463	$ 2,366,872
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 246,592	$ 263,535
Accrued restructuring costs	5,980	28,920
Deferred revenues	656,751	629,800
Liabilities related to assets held for sale	41,455	49,160
Other current liabilities	2,712	5,463
Total current liabilities	953,490	976,878
Long-term deferred revenues	224,541	215,281
Long-term accrued restructuring costs	3,114	3,037
Convertible debentures, including contingent interest derivative	571,526	568,712
Other long-term liabilities	86,692	84,543
Total long-term liabilities	885,873	871,573
Total liabilities	1,839,363	1,848,451
Commitments and contingencies		
Stockholders' equity:		
VeriSign, Inc. and subsidiaries stockholders' equity:		
Preferred stock—par value $.001 per share; Authorized shares: 5,000,000; Issued and outstanding shares: none	—	—
Common stock—par value $.001 per share; Authorized shares: 1,000,000,000; Issued and outstanding shares: 192,271,949 excluding 115,079,736 held in treasury, at September 30, 2009; and 191,547,795 excluding 112,717,587 held in treasury, at December 31, 2008	307	304
Additional paid-in capital	22,009,195	21,891,786
Accumulated deficit	(21,286,483)	(21,439,988)
Accumulated other comprehensive income	9,039	17,111
Total VeriSign, Inc. and subsidiaries stockholders' equity	732,058	469,213
Noncontrolling interest in subsidiary	50,042	49,208
Total stockholders' equity	782,100	518,421
Total liabilities and stockholders' equity	$ 2,621,463	$ 2,366,872

See accompanying Notes to Condensed Consolidated Financial Statements.

VERISIGN, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Revenues	$257,995	$ 245,934	$769,609	$ 723,232
Costs and expenses:				
Cost of revenues	56,736	57,265	174,520	172,498
Sales and marketing	45,015	41,646	128,341	133,779
Research and development	24,940	21,764	72,976	70,528
General and administrative	42,634	49,677	134,721	152,742
Restructuring, impairments and other charges	10,428	5,909	15,673	107,293
Amortization of other intangible assets	3,112	2,500	9,394	7,675
Total costs and expenses	182,865	178,761	535,625	644,515
Operating income	75,130	67,173	233,984	78,717
Other loss, net	(8,669)	(13,450)	(23,228)	(22,308)
Income from continuing operations before income taxes and loss from unconsolidated entities	66,461	53,723	210,756	56,409
Income tax expense	18,111	8,876	71,213	7,466
Loss from unconsolidated entities, net of tax	—	(2,509)	—	(3,099)
Income from continuing operations, net of tax	48,350	42,338	139,543	45,844
Income (loss) from discontinued operations, net of tax	6,249	(242,613)	16,343	(321,463)
Net income (loss)	54,599	(200,275)	155,886	(275,619)
Less: Net income attributable to noncontrolling interest in subsidiary	(988)	(815)	(2,381)	(2,710)
Net income (loss) attributable to VeriSign, Inc. and subsidiaries common stockholders	$ 53,611	$(201,090)	$153,505	$(278,329)
Basic income (loss) per share attributable to VeriSign, Inc. and subsidiaries common stockholders from:				
Continuing operations	$ 0.25	$ 0.21	$ 0.71	$ 0.22
Discontinued operations	0.03	(1.25)	0.09	(1.62)
Net income (loss)	$ 0.28	$ (1.04)	$ 0.80	$ (1.40)
Diluted income (loss) per share attributable to VeriSign, Inc. and subsidiaries common stockholders from:				
Continuing operations	$ 0.24	$ 0.21	$ 0.71	$ 0.21
Discontinued operations	0.04	(1.24)	0.08	(1.58)
Net income (loss)	$ 0.28	$ (1.03)	$ 0.79	$ (1.37)
Shares used to compute net income (loss) per share attributable to VeriSign, Inc. and subsidiaries common stockholders:				
Basic	192,619	193,853	192,527	198,622
Diluted	193,472	195,930	193,235	202,951
Amounts attributable to VeriSign, Inc. and subsidiaries common stockholders:				
Income from continuing operations, net of tax	$ 47,362	$ 41,523	$137,162	$ 43,134
Income (loss) from discontinued operations, net of tax	6,249	(242,613)	16,343	(321,463)
Net income (loss) attributable to VeriSign, Inc. and subsidiaries common stockholders	$ 53,611	$(201,090)	$153,505	$(278,329)

See accompanying Notes to Condensed Consolidated Financial Statements.

VERISIGN, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY AND COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Total Stockholders' Equity	VeriSign, Inc. and Subsidiaries Stockholders' Equity: Common Stock Shares	Common Stock Amount	Additional Paid- In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total	Noncontrolling Interest In Subsidiary
Balance at December 31, 2008	$ 50,795	191,548	$ 304	$21,472,790	$ (21,439,410)	$ 17,111	$ 50,795	$ —
Cumulative adjustment to beginning balance upon adoption of FSP APB 14-1, codified into FASB ASC Subtopic 470-20 (Note 1)	418,418	—	—	418,996	(578)	—	418,418	—
Cumulative adjustment to beginning balance upon adoption of FAS 160, codified into ASC 810 (Note 1)	49,208	—	—	—	—	—	—	49,208
Adjusted balance at December 31, 2008	518,421	191,548	304	21,891,786	(21,439,988)	17,111	469,213	49,208
Comprehensive income:								
Net income	155,886	—	—	—	153,505	—	153,505	2,381
Other comprehensive income:	—	—	—	—	—	—	—	—
Foreign currency translation adjustments	(9,039)	—	—	—	—	(8,182)	(8,182)	(857)
Change in unrealized gain on investments, net of tax	207	—	—	—	—	110	110	97
Total comprehensive income	147,054	—	—	—	—	—	145,433	1,621
Issuance of common stock under stock plans	32,906	3,086	3	32,903	—	—	32,906	—
Stock-based compensation	41,449	—	—	41,429	—	—	41,429	20
Dividend declared to noncontrolling interest in subsidiary	(807)	—	—	—	—	—	—	(807)
Income tax associated with stock options	94,759	—	—	94,759	—	—	94,759	—
Repurchase of common stock	(51,682)	(2,362)	—	(51,682)	—	—	(51,682)	—
Balance at September 30, 2009	$ 782,100	192,272	$ 307	$22,009,195	$ (21,286,483)	$ 9,039	$732,058	$ 50,042

See accompanying Notes to Condensed Consolidated Financial Statements.

VERISIGN, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008
Cash flows from operating activities:		
Net income (loss)	$ 155,886	$ (275,619)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Loss (gain) on divestiture of businesses, net of tax	46,000	(32,853)
Depreciation of property and equipment	52,321	85,593
Amortization of other intangible assets	9,394	22,758
Estimated (reversals) losses on assets held for sale	(33,293)	308,765
Stock-based compensation	39,405	75,368
Loss on sale and impairment of long-lived assets	14,237	80,534
Impairment of goodwill	—	45,793
Excess tax benefit associated with stock-based compensation	(100,583)	(7,094)
Other, net	(5,951)	5,846
Changes in operating assets and liabilities:		
Accounts receivable, net	14,519	30,547
Prepaid expenses and other assets	(7,271)	12,093
Accounts payable and accrued liabilities	28,209	(116,273)
Accrued restructuring costs	(22,841)	29,752
Deferred revenues	32,010	97,830
Net cash provided by operating activities	222,042	363,040
Cash flows from investing activities:		
Proceeds from maturities and sales of investments	117,901	1,440
Proceeds from sale of property and equipment	—	48,843
Purchases of property and equipment	(66,067)	(88,093)
Reclassification of cash equivalents to short-term investments	—	(248,403)
Proceeds received from divestiture of businesses, net of cash provided	282,178	60,613
Investment in unconsolidated entities	—	(15,679)
Cash received from trust, previously restricted	—	45,000
Other investing activities	(3,300)	5,697
Net cash provided by (used in) investing activities	330,712	(190,582)
Cash flows from financing activities:		
Proceeds from issuance of common stock from option exercises and employee stock purchase plan	32,906	120,591
Repurchases of common stock	(51,682)	(1,276,683)
Proceeds from credit facility	—	200,000
Repayment of short-term debt related to credit facility	—	(200,000)
Excess tax benefit associated with stock-based compensation	100,583	7,094
Dividend paid to noncontrolling interest in subsidiary	(113)	(741)
Net cash provided by (used in) financing activities	81,694	(1,149,739)
Effect of exchange rate changes on cash and cash equivalents	8,790	4,084
Net increase (decrease) in cash and cash equivalents	643,238	(973,197)
Cash and cash equivalents at beginning of period	789,068	1,376,722
Cash and cash equivalents at end of period	$1,432,306	$ 403,525
Supplemental cash flow disclosures:		
Cash paid for interest, net of capitalized interest	$ 39,256	$ 35,677
Dividend payable to noncontrolling interest in subsidiary	$ 694	$ —

See accompanying Notes to Condensed Consolidated Financial Statements.

VERISIGN, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1. Basis of Presentation

Interim Financial Statements

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared by VeriSign, Inc. and its subsidiaries (collectively, "VeriSign" or the "Company") in accordance with the instructions to Form 10-Q pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") and, therefore, do not include all information and notes normally provided in audited financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals and other adjustments) considered necessary for a fair presentation have been included. The results of operations for any interim period are not necessarily indicative of, nor comparable to, the results of operations for any other interim period or for a full fiscal year. These unaudited Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and related notes contained in VeriSign's fiscal 2008 Annual Report on Form 10-K (the "2008 Form 10-K") filed with the SEC on March 3, 2009.

The Company evaluated subsequent events through November 6, 2009, the date this Quarterly Report on Form 10-Q was filed with the SEC.

Reclassifications

The Condensed Consolidated Statements of Operations have been reclassified for all periods presented to reflect current discontinued operations treatment. Unless noted otherwise, discussions in the Notes to Condensed Consolidated Financial Statements pertain to continuing operations.

During the first quarter of 2009, the Company disaggregated its Enterprise and Security Services ("ESS") disposal group held for sale, into the following three businesses: (i) Global Security Consulting ("GSC"), (ii) iDefense Security Intelligence Services ("iDefense") and (iii) Managed Security Services ("MSS"). The Company decided to retain its iDefense business and, accordingly, reclassified the assets and liabilities related to iDefense as held and used in 2009. The Company also reclassified the historical results of operations of iDefense from discontinued operations to continuing operations for all periods presented.

Recent Accounting Pronouncements

In October 2009, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2009-13—*Revenue Recognition (Topic 605): Multiple-Deliverable Revenue Arrangements—a consensus of the FASB Emerging Issues Task Force* ("ASU 2009-13"). ASU 2009-13 addresses how to measure and allocate arrangement consideration to one or more units of accounting within a multiple-deliverable arrangement. ASU 2009-13 modifies the requirements for determining whether a deliverable can be treated as a separate unit of accounting by removing the criteria that objective evidence of fair value exist for the undelivered elements in order to account for those undelivered elements as a single unit of accounting. ASU 2009-13 is effective for the Company prospectively for revenue arrangements entered into or materially modified beginning January 1, 2011. Early adoption is permitted. Currently, the Company is evaluating the impact adoption will have on its financial condition and results of operations.

In October 2009, the FASB issued ASU No. 2009-14—*Software (Topic 985): Certain Revenue Arrangements That Include Software Elements—a consensus of the FASB Emerging Issues Task Force* ("ASU 2009-14"). ASU 2009-14 modifies the scope of the software revenue recognition guidance to exclude arrangements that contain tangible products for which the software element is "essential" to the functionality of

the tangible products. ASU 2009-14 is effective for the Company prospectively for revenue arrangements entered into or materially modified beginning January 1, 2011. Early adoption is permitted. Currently, the Company is evaluating the impact adoption will have on its financial condition and results of operations.

Adoption of New Accounting Standards

Effective January 1, 2009, the Company adopted Statement of Financial Accounting Standard ("SFAS") No. 160 ("SFAS 160"), "*Noncontrolling Interests in Consolidated Financial Statements, an amendment of Accounting Research Bulletin No. 51,*" codified into FASB Accounting Standards Codification ("ASC") 810, *Consolidation*. The standard requires all entities to report noncontrolling interests in subsidiaries as equity in the consolidated financial statements, and requires that transactions between entities and noncontrolling interests be treated as equity. The Company reclassified the noncontrolling interest in its consolidated VeriSign Japan subsidiary of $49.2 million to Stockholders' equity as of December 31, 2008.

Effective January 1, 2009, the Company retroactively adopted FASB Staff Position ("FSP") No. Accounting Principles Board ("APB") 14-1 ("FSP APB 14-1"), "*Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)*", codified into FASB ASC Subtopic 470-20, *Debt with Conversion and Other Options*. The standard specifies that issuers of convertible debt instruments should separately account for the liability (debt) and equity (conversion option) components of such instruments in a manner that reflects the borrowing rate for a similar non-convertible debt. The Company's adoption of the standard affected its 3.25% junior subordinated convertible debentures due 2037 (the "Convertible Debentures"). The condensed consolidated financial statements have been retroactively adjusted for all periods presented in accordance with the standard. See Note 9, "Junior Subordinated Convertible Debentures," for further information regarding the adoption of the standard.

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The following tables present the effects of the retroactive adjustments to the Company's Condensed Consolidated Statement of Operations for the three and nine months ended September 30, 2008:

	Three Months Ended September 30, 2008			
	As Reported (1)	Adoption of New Accounting Standard (2)	Reclassification to Continuing Operations (3)	As Adjusted
	(In thousands, except per share data)			
Revenues	$ 243,031	$ —	$ 2,903	$ 245,934
Cost of revenues	55,626	9(4)	1,630	57,265
Other costs and expenses	119,961	20(4)	1,515	121,496
Operating income	67,444	(29)	(242)	67,173
Other loss, net	(12,689)	(761)(5)	—	(13,450)
Income from continuing operations before income taxes and loss from unconsolidated entities	54,755	(790)	(242)	53,723
Income tax expense	9,433	(557)(6)	—	8,876
Loss from unconsolidated entities, net of tax	(2,509)	—	—	(2,509)
Income from continuing operations, net of tax	42,813	(233)	(242)	42,338
Loss from discontinued operations, net of tax	(242,830)	(25)(4)	242	(242,613)
Net loss	(200,017)	(258)	—	(200,275)
Less: Net income attributable to noncontrolling interest in subsidiary	(815)	—	—	(815)
Net loss attributable to VeriSign common stockholders	$ (200,832)	$ (258)	$ —	$ (201,090)
Basic loss per share attributable to VeriSign common stockholders:				
Continuing operations	$ 0.22	$ (0.01)	$ —	$ 0.21
Discontinued operations	(1.26)	0.01	—	(1.25)
Net loss	$ (1.04)	$ —	$ —	$ (1.04)
Diluted loss per share attributable to VeriSign common stockholders:				
Continuing operations	$ 0.21	$ —	$ —	$ 0.21
Discontinued operations	(1.24)	—	—	(1.24)
Net loss	$ (1.03)	$ —	$ —	$ (1.03)
Shares used to compute net loss per share attributable to VeriSign common stockholders:				
Basic	193,853			193,853
Diluted	195,930			195,930

	Nine Months Ended September 30, 2008			
	As Reported (1)	Adoption of New Accounting Standard (2)	Reclassification to Continuing Operations (3)	As Adjusted
	(In thousands, except per share data)			
Revenues	$ 714,726	$ —	$ 8,506	$ 723,232
Cost of revenues	167,776	9(4)	4,713	172,498
Other costs and expenses	466,922	44(4)	5,051	472,017
Operating income	80,028	(53)	(1,258)	78,717
Other loss, net	(20,069)	(2,239)(5)	—	(22,308)
Income from continuing operations before income taxes and loss from unconsolidated entities	59,959	(2,292)	(1,258)	56,409
Income tax expense	8,519	(1,053)(6)	—	7,466
Loss from unconsolidated entities, net of tax	(3,099)	—	—	(3,099)
Income from continuing operations, net of tax	48,341	(1,239)	(1,258)	45,844
Loss from discontinued operations, net of tax	(322,655)	(66)(4)	1,258	(321,463)
Net loss	(274,314)	(1,305)	—	(275,619)
Less: Net income attributable to noncontrolling interest in subsidiary	(2,710)	—	—	(2,710)
Net loss attributable to VeriSign common stockholders	$ (277,024)	$ (1,305)	$ —	$ (278,329)
Basic loss per share attributable to VeriSign common stockholders:				
Continuing operations	$ 0.23	$ —	$ (0.01)	$ 0.22
Discontinued operations	(1.62)	(0.01)	0.01	(1.62)
Net loss	$ (1.39)	$ (0.01)	$ —	$ (1.40)
Diluted loss per share attributable to VeriSign common stockholders:				
Continuing operations	$ 0.22	$ —	$ (0.01)	$ 0.21
Discontinued operations	(1.58)	(0.01)	0.01	(1.58)
Net loss	$ (1.36)	$ (0.01)	$ —	$ (1.37)
Shares used to compute net loss per share attributable to VeriSign common stockholders:				
Basic	198,622			198,622
Diluted	202,951			202,951

(1) As reported in or derived from the Company's 2008 Form 10-K, except per share amounts and Net income attributable to noncontrolling interest in subsidiary. Per share amounts have been adjusted to present the net loss per share attributable to VeriSign common stockholders. Net income attributable to noncontrolling interest in subsidiary has been presented to derive the net loss attributable to VeriSign common stockholders.

(2) Adjustment upon adoption of FSP APB 14-1, codified into ASC FASB Subtopic 470-20, *Debt with Conversion and Other Options*.

(3) Reclassification of the results of operations of the Company's iDefense business from discontinued operations to continuing operations.

(4) Cost of revenues, Other costs and expenses and Loss from discontinued operations, net of tax, increased during the three and nine months ended September 30, 2008, due to additional depreciation expense recorded retroactively as result of an increase in capitalized interest costs.

(5) Other loss, net, increased during the three and nine months ended September 30, 2008, primarily due to additional interest expense recorded retroactively.

(6) Income tax expense decreased during the three and nine months ended September 30, 2008, primarily due to a decrease in income from continuing operations before taxes.

Note 2. Stock-Based Compensation

Stock-based compensation is classified in the Condensed Consolidated Statements of Operations in the same expense line items as cash compensation. The following table presents the classification of stock-based compensation:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Cost of revenues	$ 1,886	$ 1,721	$ 5,349	$ 6,231
Sales and marketing	2,350	712	7,496	6,931
Research and development	1,789	1,499	4,798	5,803
General and administrative	4,080	4,568	15,048	21,193
Restructuring and other charges	137	3,151	935	8,323
Stock-based compensation for continuing operations	10,242	11,651	33,626	48,481
Stock-based compensation for discontinued operations	1,067	7,386	5,779	26,887
Total consolidated stock-based compensation	$ 11,309	$ 19,037	$ 39,405	$ 75,368

VeriSign currently uses the Black-Scholes option pricing model to determine the fair value of stock options and employee stock purchase plan awards. The determination of the fair value of stock-based payment awards using an option-pricing model is affected by the Company's stock price as well as assumptions regarding a number of complex and subjective variables. The following table sets forth the weighted-average assumptions used to estimate the fair value of the stock options and employee stock purchase plan awards:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Stock options:				
Volatility	40%	35%	46%	35%
Risk-free interest rate	2.07%	2.87%	1.56%	2.77%
Expected term	3.29	3.41	3.67	3.29
Dividend yield	Zero	Zero	Zero	Zero
Employee stock purchase plan awards:				
Volatility	44%	36%	50%	36%
Risk-free interest rate	0.54%	2.28%	0.50%	2.31%
Expected term	1.25	1.25	1.25	1.25
Dividend yield	Zero	Zero	Zero	Zero

VeriSign's expected volatility is based on the average of the historical volatility over the period commensurate with the expected term of the options and the mean historical implied volatility of traded options. The risk-free interest rates are derived from the average United States ("U.S.") Treasury constant maturity rates during the respective periods commensurate with the expected term. The expected terms are based on an analysis of the observed and expected time to post-vesting exercise and/or cancellation of options. The Company does not anticipate paying any cash dividends in the foreseeable future and therefore uses an expected dividend yield of

zero. The Company estimates forfeitures at the time of grant and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. The Company uses historical data to estimate pre-vesting option and award forfeitures and records stock-based compensation only for those options and awards that are expected to vest.

The following table presents the nature of the Company's total stock-based compensation, inclusive of amounts for discontinued operations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Stock options	$ 2,897	$ 3,699	$ 9,688	$15,664
Employee stock purchase plans	2,468	4,729	7,856	19,423
Restricted stock units	6,044	5,565	22,010	20,751
Stock options/awards acceleration	596	5,808	1,985	21,438
Capitalization (1)	(696)	(764)	(2,134)	(1,908)
Total consolidated stock-based compensation	$11,309	$19,037	$39,405	$75,368

(1) The capitalized amount is included in Property and equipment, net.

During the nine months ended September 30, 2009 and 2008, the Company modified certain stock-based awards to accelerate the vesting of twenty-five percent (25%) of unvested "in-the-money" stock options outstanding and 25% of unvested restricted stock units outstanding on the termination dates of employees affected by divestitures and workforce reductions. The Company remeasured the fair value of these modified awards and recorded the charges over the future service periods, if any. The modification charges are included in restructuring for continuing operations as well as for discontinued operations.

During the nine months ended September 30, 2008, the Company modified certain stock-based awards outstanding for Mr. William A. Roper, Jr., the former chief executive officer. Pursuant to the settlement agreement with Mr. Roper, the Company accelerated the vesting of Mr. Roper's then unvested sign-on options, unvested sign-on restricted stock units, first-year options outstanding that would otherwise have vested had Mr. Roper remained employed with the Company through August 8, 2008, and one-third of the first-year restricted stock units outstanding. Upon acceleration of vesting of Mr. Roper's stock-based awards, the Company recognized an additional amount of $5.4 million of stock-based compensation in general and administrative expenses during the nine months ended September 30, 2008.

Note 3. Assets Held for Sale and Discontinued Operations

In 2007, VeriSign announced a change to its business strategy to allow management to focus its attention on its core competencies and to make additional resources available to invest in its core businesses. This strategy calls for the divesture or winding down of the following remaining non-core businesses in the Company's portfolio as of September 30, 2009: GSC (sold in October 2009), Messaging Services, and Pre-Pay billing and payment ("Pre-Pay") Services. The Messaging Services business is comprised of Messaging and Mobile Media ("MMM") Services (sold in October 2009), Content Portal Services ("CPS"), and Mobile Delivery Gateway ("MDG") Services. All of the remaining non-core businesses in the Company's portfolio, except for the Pre-Pay Services business, which the Company is currently in the process of winding down, are classified as disposal groups held for sale as of September 30, 2009, and their results of operations have been classified as discontinued operations for all periods presented.

During the first quarter of 2009, the Company disaggregated its ESS disposal group held for sale into the following three businesses: (i) GSC, (ii) iDefense and (iii) MSS. The Company decided to retain its iDefense

business and, accordingly, reclassified the assets and liabilities related to iDefense as held and used in 2009. The Company also reclassified the historical results of operations of iDefense from discontinued operations to continuing operations as part of Naming Services for all periods presented.

Completed Divestitures during 2009

On July 6, 2009, the Company sold its MSS business which enables enterprises to effectively monitor and manage their network security infrastructure 24 hours per day, every day of the year, while reducing the associated time, expense, and personnel commitments by relying on the MSS Business' security platform and experienced security staff for a net cash consideration of $42.9 million. During the nine months ended September 30, 2009, the Company recorded a loss on sale of $5.3 million, net of an income tax expense of $12.9 million, and reversal of estimated losses on disposal recorded prior to sale.

On May 5, 2009, the Company sold its Real-Time Publisher ("RTP") Services business which allows organizations to obtain access to and organize large amounts of constantly updated content, and distribute it, in real time, to enterprises, Web-portal developers, application developers and consumers. During the nine months ended September 30, 2009, the Company recorded a gain on sale of $7.2 million, net of an income tax benefit of $5.2 million, and reversal of estimated losses on disposal recorded prior to sale.

On May 1, 2009, the Company sold its Communications Services business which provides Billing and Commerce Services, Connectivity and Interoperability Services, and Intelligent Database Services to Transaction Network Services, Inc. ("TNS") for cash consideration of $226.2 million. During the nine months ended September 30, 2009, the Company recorded a loss on sale of $57.3 million, net of an income tax expense of $55.3 million, and estimated losses on disposal recorded prior to sale. The cash consideration of $226.2 million was determined after certain initial adjustments to reflect the parties' then-current estimate of working capital associated with the Communications Services business as of the closing date. During the quarter ended September 30, 2009, the Company determined the final working capital adjustment associated with the Communication Services business of $3.8 million which was received by the Company during the quarter.

On April 10, 2009, the Company sold its International Clearing business which enables financial settlement and call data settlement for wireless and wireline carriers. The Company recorded a gain on sale of $12.2 million, net of an income tax benefit of $6.0 million, primarily representing cumulative translation adjustments associated with the business.

Assets Held for Sale

The following table presents the carrying amounts of major classes of assets and liabilities related to assets held for sale as of September 30, 2009 and December 31, 2008:

	September 30, 2009	December 31, 2008
	(In thousands)	
Assets:		
Accounts receivable	$ 24,552	$ 58,588
Other current assets	50,047	63,516
Goodwill	97,712	237,177
Other long-lived assets	67,891	124,559
Total assets held for sale	$ 240,202	$ 483,840
Liabilities:		
Accounts payable and accrued liabilities	$ 36,027	$ 35,853
Deferred revenues	5,428	13,307
Total liabilities related to assets held for sale	$ 41,455	$ 49,160

As of September 30, 2009, businesses classified as held for sale and presented as discontinued operations are the following:

Global Security Consulting

The Company's GSC business helps companies understand corporate security requirements, comply with all applicable regulations, identify security vulnerabilities, reduce risk, and meet the security compliance requirements applicable to the particular business and industry. On October 1, 2009, the Company sold its GSC business for cash consideration of $4.9 million.

Messaging and Mobile Media Services

The Company's MMM Services business consists of the InterCarrier Messaging, PictureMail, Premium Messaging Gateway, and Mobile Enterprise Service offerings. The MMM Services business is an industry-leading global provider of short-messaging, multimedia messaging, and mobile content application services. MMM Services enables messages and multimedia content to be sent globally across any wireless operator and mobile device. MMM Services offers the global connectivity, network reliability, and scalability necessary to capitalize on the fast growing global messaging and media content markets.

On October 23, 2009, the Company sold its MMM Services business for cash consideration of $174.5 million after preliminary adjustments to reflect the parties' estimate of working capital. The divestiture transaction will be subject to a final adjustment to reflect the actual working capital balance as of the closing date.

Mobile Delivery Gateway Services

MDG Services offer solutions to manage the complex operator interfaces, relationships, distribution, reporting and customer service for the delivery of premium mobile content to customers. The MDG messaging aggregation services enable short messaging and multimedia messaging service connectivity for content providers, aggregators and others to all wireless subscribers of certain carriers and/or countries and regions. MDG Services enable content providers to more rapidly expand their global reach.

Content Portal Services

CPS enables a seamless end-to-end business solution focused on providing best-in-class digital content portal services. CPS can be used as a content delivery platform for games, ringtones, and other content services. CPS is provided to mobile carriers and media companies primarily located in Canada.

In October 2009, the Company decided to wind down the operations of the CPS business after termination of active negotiations with a potential buyer. The Company expects the wind-down to be completed no later than the end of 2010.

The current and historical operations, gains and losses upon disposition, including estimated losses upon disposition, of these disposal groups are presented as discontinued operations for all periods presented in the Company's Condensed Consolidated Statements of Operations. The amounts presented represent direct operating costs of the disposal groups. The Company has determined direct costs consistent with the manner in which the disposal groups were structured and managed during the respective periods. Allocations of indirect costs such as corporate overhead and goodwill impairments that are not directly attributable to a disposal group have not been made.

For a period of time, the Company will continue to generate cash flows and will report income statement activity in continuing operations that are associated with these disposal groups and certain of the completed divestitures. The activities that will give rise to these impacts are transitional in nature and generally result from agreements that ensure and facilitate the orderly transfer of business operations. The nature, magnitude and duration of the agreements will vary depending on the specific circumstances of the service, location and/or business need. The agreements can include the following: logistics, customer service, support of financial processes, procurement, human resources, facilities management, data collection and information services. Existing agreements generally extend for periods less than 12 months.

During the three months ended September 30, 2009, the Company recorded net gains on disposal, and net reversals of estimated losses on disposal of $5.0 million which are included in discontinued operations. During the nine months ended September 30, 2009, the Company recorded net losses on disposal, and net reversals of estimated losses on disposal of $5.2 million which are included in discontinued operations. During the three and nine months ended September 30, 2008, the Company recorded net losses on disposal, and estimated losses on disposal, of $236.4 million and $273.2 million, respectively, which are included in discontinued operations. Net gains on disposal are recorded on the date the sale of the disposal group is consummated. Full or partial reversals of previously reported estimated losses on disposal are recorded upon changes in the fair values and/or carrying values of the disposal groups.

The following table presents the revenues and the components of discontinued operations, net of tax:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Revenues	$40,544	$ 141,883	$212,981	$ 448,979
(Loss) income before income taxes	$ (5,707)	$ 10,348	$ 27,930	$ (40,589)
Income tax (benefit) expense	(6,937)	16,583	6,346	7,659
Gain (loss) from discontinued operations	1,230	(6,235)	21,584	(48,248)
Gain (loss) on sale of discontinued operations and estimated (losses) reversals on assets held for sale, before income taxes	17,028	(236,738)	43,099	(276,539)
Income tax expense (benefit)	12,009	(360)	48,340	(3,324)
Gain (loss) on sale of discontinued operations	5,019	(236,378)	(5,241)	(273,215)
Total income (loss) from discontinued operations, net of tax	$ 6,249	$(242,613)	$ 16,343	$(321,463)

Note 4. Restructuring, Impairments and Other Charges

A comparison of restructuring, impairments and other charges is presented below:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Restructuring charges for continuing operations	$ 744	$ 5,895	$ 5,927	$ 28,210
Impairments for continuing operations	9,684	—	9,684	—
Other charges for continuing operations	—	14	62	79,083
Total restructuring, impairments and other charges for continuing operations	10,428	5,909	15,673	107,293
Restructuring charges for discontinued operations	2,046	7,058	4,959	30,422
Impairments for discontinued operations	—	—	—	45,793
Total restructuring charges and impairments for discontinued operations	2,046	7,058	4,959	76,215
Total consolidated restructuring, impairments and other charges	$ 12,474	$ 12,967	$ 20,632	$ 183,508

Restructuring Charges

As part of its divestiture strategy, VeriSign initiated a restructuring plan in the first quarter of 2008 (the "2008 Restructuring Plan") which includes workforce reductions, abandonment of excess facilities and other exit costs. The restructuring charges in the table above are substantially related to the 2008 Restructuring Plan. Through September 30, 2009, VeriSign recorded a total of $80.5 million in restructuring charges, inclusive of amounts for discontinued operations, under its 2008 Restructuring Plan.

The following table presents the nature of the restructuring charges:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Continuing operations:				
Workforce reduction—severance and benefits	$ 467	$ 1,408	$ 3,598	$17,161
Workforce reduction—stock-based compensation	138	3,762	936	8,324
Total workforce reduction	605	5,170	4,534	25,485
Excess facilities	139	979	1,393	1,267
Other exit costs	—	(254)	—	1,458
Total restructuring charges for continuing operations	$ 744	$ 5,895	$ 5,927	$28,210
Discontinued operations:				
Workforce reduction—severance and benefits	$ 1,585	$ 3,621	$ 3,768	$22,705
Workforce reduction—stock-based compensation	458	3,437	1,049	7,717
Total workforce reduction	2,043	7,058	4,817	30,422
Excess facilities	3	—	142	—
Other exit costs	—	—	—	—
Total restructuring charges for discontinued operations	$ 2,046	$ 7,058	$ 4,959	$30,422
Consolidated:				
Workforce reduction—severance and benefits	$ 2,052	$ 5,029	$ 7,366	$39,866
Workforce reduction—stock based compensation	596	7,199	1,985	16,041
Total workforce reduction	2,648	12,228	9,351	55,907
Excess facilities	142	979	1,535	1,267
Other exit costs	—	(254)	—	1,458
Total consolidated restructuring charges	$ 2,790	$ 12,953	$10,886	$58,632

As of September 30, 2009, the consolidated accrued restructuring costs are $9.1 million and consist of the following:

	Accrued Restructuring Costs at December 31, 2008	Restructuring Charges	Cash Payments	Non-cash	Accrued Restructuring Costs at September 30, 2009
			(In thousands)		
Workforce reduction	$ 25,374	$ 9,351	$(28,993)	$(1,985)	$ 3,747
Excess facilities	6,583	1,535	(2,421)	(350)	5,347
Total accrued restructuring costs	$ 31,957	$ 10,886	$(31,414)	$(2,335)	$ 9,094
Included in current portion of accrued restructuring costs					$ 5,980
Included in long-term portion of accrued restructuring costs					$ 3,114

Cash payments totaling $8.3 million related to the abandonment of excess facilities will be paid over the respective lease terms, the longest of which extends through 2016. The present value of future cash payments related to lease terminations due to the abandonment of excess facilities is expected to be as follows:

	Contractual Lease Payments	Anticipated Sublease Income	Net
		(In thousands)	
2009 (remaining 3 months)	$ 960	$ (225)	$ 735
2010	2,522	(528)	1,994
2011	2,309	(505)	1,804
2012	589	(223)	366
2013	421	(279)	142
Thereafter	942	(636)	306
	$ 7,743	$ (2,396)	$5,347

As part of the 2008 Restructuring Plan, the Company anticipates recording additional charges related to its workforce reduction, excess facilities and other exit costs through 2009. The estimate of these charges is not yet finalized and the total amount and timing of these charges will depend upon the nature, timing, and extent of these future actions.

Impairments and Other Charges

The following table presents the consolidated impairments and other charges, inclusive of amounts for discontinued operations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)		(In thousands)	
Impairments for continuing operations	$ 9,684	$ —	$9,684	$ —
Impairments for discontinued operations	—	—	—	45,793
Other charges for continuing operations	—	14	62	79,083
Total consolidated impairments and other charges	$ 9,684	$ 14	$9,746	$124,876

During the three and nine months ended September 30, 2009, the Company recorded an impairment charge of $9.7 million related to its *.name* generic top-level domain ("gTLD") intangible asset. See Note 5, "Goodwill and Other Intangible Assets" for further information.

During the nine months ended September 30, 2008, the Company recorded a goodwill impairment charge of $45.8 million in discontinued operations related to its divested Post-Pay business.

During the nine months ended September 30, 2008, the Company recorded a loss of $79.1 million in continuing operations as a result of the sale of certain Mountain View facilities. The sale of the Mountain View facilities was consummated as a result of the 2008 Restructuring Plan to divest or wind down the Company's non-core businesses.

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Note 5. Goodwill and Other Intangible Assets

The following table summarizes the changes in the carrying amount of goodwill during the nine months ended September 30, 2009.

	(In thousands)
Balance at December 31, 2008	$ 283,109
Reclassification from assets held for sale	7,000
Other adjustments (1)	105
Balance at September 30, 2009	$ 290,214

(1) Other adjustments consist of foreign exchange fluctuations.

During the first quarter of 2009, the Company disaggregated its ESS disposal group held for sale, into the following three businesses: (i) GSC, (ii) iDefense, and (iii) MSS. The Company decided to retain its iDefense business and, accordingly, reclassified goodwill of $7.0 million allocated to iDefense as held and used in 2009.

The Company performs its annual impairment review of goodwill pertaining to its Naming Services, Authentication Services and VeriSign Japan reporting units, during the second quarter. During our 2009 annual impairment test, the Company determined that each of the reporting units had a fair value in excess of its carrying value and no further analysis was required.

Due to a strategic change in the planned use of our indefinite-lived *.name* gTLD intangible asset during the third quarter of 2009, the Company performed an impairment assessment. The Company considered both the market and the income approaches. Based on the income approach using market participant assumptions, which was determined to be the highest and best use of this asset, the Company has concluded that the fair value of the *.name* gTLD intangible asset has been reduced below its carrying value. The estimated fair value of the intangible asset related to the Company's *.name* gTLD intangible asset was computed to be $2.0 million, and as a result the Company recorded an impairment charge of $9.7 million during the quarter ended September 30, 2009. The Company also determined that the intangible asset has a finite life for which amortization costs will be recorded over its estimated useful life on a straight-line basis.

During the second quarter of 2008, the Company recorded a goodwill impairment charge of $45.8 million in discontinued operations relating to its divested Post-Pay reporting unit.

All impairment charges are recorded to Restructuring, impairments and other charges within our condensed consolidated statements of operations.

Note 6. Other Balance Sheet Items

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

	September 30, 2009	December 31, 2008
	(In thousands)	
Prepaid expenses	$ 25,068	$ 22,775
Deferred tax assets	70,454	64,482
Non-trade receivables	15,165	13,054
Receivables from buyers	6,233	14,899
Funds held by the Reserve	32,445	150,346
Other	1,638	2,622
Total prepaid expenses and other current assets	$ 151,003	$ 268,178

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As of September 30, 2009, the Company had an aggregate of $32.4 million held by The Reserve's Primary Fund (the "Primary Fund") and The Reserve International Liquidity Fund, Ltd. (the "International Fund"), classified as Prepaid expenses and other current assets due to the lack of an active market for these investments. During the nine months ended September 30, 2009, the Company received distributions of $13.9 million and $104.0 million from the Primary Fund and the International Fund, respectively. During October 2009, the Company received a distribution of $2.4 million from the Primary Fund.

As of September 30, 2009, Receivables from buyers consists of receivables related to sale consideration of $2.5 million and receivables for payments made on behalf of buyers under transition services agreements of $3.7 million for certain divested businesses.

Property and Equipment, Net

The following table presents the detail of Property and equipment, net:

	September 30, 2009	December 31, 2008
	(In thousands)	
Land	$ 133,746	$ 133,746
Buildings	130,748	135,242
Computer equipment and software	333,775	342,470
Capital work in progress	16,937	16,595
Office equipment, furniture and fixtures	15,005	15,491
Leasehold improvements	53,296	52,690
Total cost	683,507	696,234
Less: accumulated depreciation and amortization	(311,094)	(310,736)
Total property and equipment, net	$ 372,413	$ 385,498

Other Assets

Other assets consist of the following:

	September 30, 2009	December 31, 2008
	(In thousands)	
Long-term deferred tax assets	$ 4,990	$ 2,562
Long-term investments	6,746	5,996
Debt issuance costs	12,545	13,233
Long-term restricted cash	1,895	1,858
Security deposits and other	11,221	14,469
Total other assets	$ 37,397	$ 38,118

Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consist of the following:

	September 30, 2009	December 31, 2008
	(In thousands)	
Accounts payable	$ 23,661	$ 30,690
Accrued employee compensation	74,019	109,958
Customer deposits, net	22,314	30,432
Taxes payable and other tax liabilities	51,463	18,173
Other accrued liabilities	75,135	74,282
Total accounts payable and accrued liabilities	$ 246,592	$ 263,535

Other Long-term Liabilities

Other long-term liabilities consist of the following:

	September 30, 2009	December 31, 2008
	(In thousands)	
Other long-term liabilities	$ 2,277	$ 161
Long-term tax liability	13,831	15,549
Deferred tax liability	70,584	68,833
Total other long-term liabilities	$ 86,692	$ 84,543

Note 7. Stockholders' Equity

Comprehensive Income (Loss)

Comprehensive income (loss) consists of Net income (loss) adjusted for unrealized gains and losses on marketable securities classified as available-for-sale and foreign currency translation adjustments. The following table presents the components of Comprehensive income (loss):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Net income (loss)	$54,599	$(200,275)	$155,886	$(275,619)
Foreign currency translation adjustments	5,820	284	(9,039)	9,401
Change in unrealized (loss) gain on investments, net of tax	(82)	(91)	207	(407)
Comprehensive income (loss)	60,337	(200,082)	147,054	(266,625)
Less: Comprehensive income attributable to noncontrolling interest in subsidiary	3,645	1,225	1,621	6,383
Comprehensive income (loss) attributable to VeriSign Inc. common stockholders	$56,692	$(201,307)	$145,433	$(273,008)

Repurchase of Common Stock

In 2006, the Board of Directors authorized a stock repurchase program (the "2006 Stock Repurchase Program") with no expiration date to repurchase up to $1.0 billion of its common stock. In January 2008, the Board of Directors authorized additional repurchases of up to $600.0 million of the Company's common stock to be conducted through an accelerated share repurchase agreement and the repurchase of $600.0 million of the Company's common stock was completed in February 2008. In August 2008, the Board of Directors authorized the repurchase of up to an additional $680.0 million of the Company's common stock with no expiration date in addition to the $320.0 million of the Company's common stock available for repurchase under the 2006 Stock Repurchase Program (collectively, the "2008 Share Buyback Program"). During the three months ended September 30, 2009, VeriSign repurchased approximately 1.2 million shares of its common stock at an average stock price of $21.54 for an aggregate of $25.0 million under the 2008 Share Buyback Program. During the nine months ended September 30, 2009, VeriSign repurchased approximately 2.0 million shares of its common stock at an average stock price of $22.23 for an aggregate of $45.0 million under the 2008 Stock Buyback Program. As of September 30, 2009, approximately $905.0 million is available under the 2008 Share Buyback Program.

Note 8. Calculation of Net Income (Loss) Per Share Attributable to VeriSign Common Stockholders

The Company computes basic net income (loss) per share attributable to VeriSign common stockholders by dividing net income (loss) attributable to VeriSign common stockholders by the weighted-average number of common shares outstanding during the period. Diluted net income per share attributable to VeriSign common stockholders gives effect to dilutive potential common shares, including unvested stock options, unvested restricted stock units, employee stock purchases and the conversion spread relating to the Convertible Debentures using the treasury stock method. The following table presents the computation of basic and diluted net income (loss) per share attributable to VeriSign common stockholders:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands, except per share data)			
Income (loss) attributable to VeriSign common stockholders:				
Income from continuing operations, net of tax	$ 47,362	$ 41,523	$137,162	$ 43,134
Income (loss) from discontinued operations, net of tax	6,249	(242,613)	16,343	(321,463)
Net income (loss) attributable to VeriSign common stockholders	$ 53,611	$(201,090)	$153,505	$(278,329)
Weighted-average shares:				
Weighted-average shares of common stock outstanding	192,619	193,853	192,527	198,622
Weighted-average potential shares of common stock outstanding:				
Stock options	266	1,154	269	1,805
Unvested restricted stock awards	587	923	439	1,111
Conversion spread related to Convertible Debentures	—	—	—	1,103
Employee stock purchase plans	—	—	—	310
Shares used to compute diluted net income (loss) per share attributable to VeriSign common stockholders	193,472	195,930	193,235	202,951
Income (loss) per share attributable to VeriSign common stockholders:				
Basic:				
Continuing operations	$ 0.25	$ 0.21	$ 0.71	$ 0.22
Discontinued operations	0.03	(1.25)	0.09	(1.62)
Net income (loss)	$ 0.28	$ (1.04)	$ 0.80	$ (1.40)
Diluted:				
Continuing operations	$ 0.24	$ 0.21	$ 0.71	$ 0.21
Discontinued operations	0.04	(1.24)	0.08	(1.58)
Net income (loss)	$ 0.28	$ (1.03)	$ 0.79	$ (1.37)

Weighted-average potential shares of common stock do not include stock options with an exercise price that exceeded the average fair market value of VeriSign's common stock for the periods presented. The following table sets forth the weighted-average potential shares of common stock that were excluded from the above calculation because their effect was anti-dilutive, and the respective weighted-average exercise prices of such weighted-average stock options outstanding:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands, except per share data)			
Weighted-average stock options outstanding	6,630	4,353	7,398	3,356
Weighted-average exercise price	$ 28.24	$ 33.09	$ 28.25	$ 33.53
Weighted-average restricted stock awards outstanding	307	657	1,302	251
Employee stock purchase plans	338	346	398	115

Note 9. Junior Subordinated Convertible Debentures

In 2007, the Company issued $1.25 billion principal amount of 3.25% convertible debentures due August 15, 2037, to an initial purchaser in a private offering. The Convertible Debentures are subordinated in right of payment to the Company's existing and future senior debt and to the other liabilities of the Company's subsidiaries. The Convertible Debentures are initially convertible, subject to certain conditions, into shares of the Company's common stock at a conversion rate of 29.0968 shares of common stock per $1,000 principal amount of Convertible Debentures, representing an initial effective conversion price of approximately $34.37 per share of common stock. The conversion rate will be subject to adjustment for certain events as outlined in the Indenture governing the Convertible Debentures but will not be adjusted for accrued interest. As of September 30, 2009, the if-converted value of the Convertible Debentures does not exceed its principal amount.

Effective January 1, 2009, the Company retroactively adopted FSP APB 14-1, codified in ASC 470-20, *Debt with Conversion and Other Options*. The standard specifies that issuers of convertible debt instruments should separately account for the liability (debt) and equity (conversion option) components of such instruments in a manner that reflects the borrowing rate for a similar non-convertible debt.

The Company calculated the carrying value of the liability component at issuance as the present value of its cash flows using a discount rate of 8.5% (borrowing rate for similar non-convertible debt with no contingent payment options), adjusted for the fair value of the contingent interest feature, yielding an effective interest rate of 8.39%. The carrying value of the liability component was determined to be $550.5 million. The excess of the principal amount of the debt over the carrying value of the liability component is also called "debt discount" or "equity component" of the Convertible Debentures. The equity component of the Convertible Debentures on the date of issuance was $700.7 million. The debt discount will be amortized using the Company's effective interest rate of 8.39% over the term of the Convertible Debentures as a non-cash charge to interest expense included in Other loss, net. As of September 30, 2009, the remaining term of the Convertible Debentures is 27.9 years.

The table below presents the carrying amounts of the liability and equity components:

	September 30, 2009	December 31, 2008
	(In thousands)	
Carrying amount of equity component (net of issuance costs of $14,449)	$ 686,221	$ 686,221
Principal amount of Convertible Debentures	$ 1,250,000	$ 1,250,000
Unamortized discount of liability component	(687,224)	(691,837)
Carrying amount of liability component	562,776	558,163
Contingent interest derivative	8,750	10,549
Convertible debentures, including contingent interest derivative	$ 571,526	$ 568,712

The table below presents the interest expense for the contractual interest and the amortization of debt discount:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(Dollars in thousands)		(Dollars in thousands)	
Effective interest rate	8.39%	8.39%	8.39%	8.39%
Interest expense—contractual interest	$10,156	$10,156	$30,469	$30,469
Interest expense—amortization of discount on the liability component	$ 1,576	$ 1,452	$ 4,632	$ 4,250

The embedded features related to the contingent interest payments, over-allotment option, and the Company making specific types of distributions (e.g., extraordinary dividends) qualify as derivatives to be accounted for separately. The fair value of the derivatives at the date of issuance of the Convertible Debentures was $11.4 million including $7.8 million for the contingent interest payment features and $3.6 million for the over-allotment option feature, which is accounted for as a discount on the Convertible Debentures. The over-allotment feature was revalued at $12.6 million on the date of exercise at August 28, 2007, which is currently accounted for as a premium on the Convertible Debentures. The debt discount and the debt premium are being accreted to the face value of the Convertible Debentures as net interest expense over 30 years. The balances of the debt discount and debt premium are included in the carrying amount of the liability component.

Note 10. Segment Information

Description of segments

The Company has the following two reportable segments: (1) 3IS and (2) Other Services.

The 3IS segment consists of Naming Services and Authentication Services. Naming Services is the authoritative directory provider of all *.com, .net, .cc, .tv*, *.name* and *.jobs* domain names. Authentication Services is comprised of Business Authentication Services, formerly known as Secure Socket Layer (“SSL”) Certificate Services; and User Authentication Services, formerly known as Identity and Authentication Services. Business Authentication Services enable enterprises and Internet merchants to implement and operate secure networks and websites that utilize SSL protocol. Business Authentication Services provide customers the means to authenticate themselves to their end users and website visitors and to encrypt communications between client browsers and Web servers. User Authentication Services include identity protection services, fraud detection services, managed public key infrastructure (“PKI”) services, and unified authentication services. User Authentication Services are intended to help enterprises secure intranets, extranets and other applications and devices, and provide authentication credentials.

The Other Services segment consists of the continuing operations of the Company’s non-core business and legacy products and services from divested businesses. The Company is in the process of winding down the operations of its Pre-Pay Services business.

The segments were determined based on how the chief operating decision maker (“CODM”) views and evaluates VeriSign’s operations. VeriSign’s Chief Executive Officer has been identified as the CODM. Other factors, including customer base, homogeneity of products, technology and delivery channels, were also considered in determining the reportable segments.

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The following tables present the results of VeriSign's reportable segments:

	Three months ended September 30, 2009			Three months ended September 30, 2008		
	3IS	Other Services	Total Segments	3IS	Other Services	Total Segments
		(In thousands)			(In thousands)	
Revenues:						
Naming Services	$ 155,480	$ —	$ 155,480	$ 141,838	$ —	$ 141,838
Authentication Services	101,428	—	101,428	99,484	—	99,484
Other Services	—	1,087	1,087	—	4,612	4,612
Total revenues	256,908	1,087	257,995	241,322	4,612	245,934
Cost of revenues	47,574	515	48,089	41,415	2,098	43,513
	$ 209,334	$ 572	$ 209,906	$ 199,907	$ 2,514	$ 202,421

	Nine months ended September 30, 2009			Nine months ended September 30, 2008		
	3IS	Other Services	Total Segments	3IS	Other Services	Total Segments
		(In thousands)			(In thousands)	
Revenues:						
Naming Services	$ 457,206	$ —	$ 457,206	$ 403,034	$ —	$ 403,034
Authentication Services	307,162	—	307,162	296,582	—	296,582
Other Services	—	5,241	5,241	—	23,616	23,616
Total revenues	764,368	5,241	769,609	699,616	23,616	723,232
Cost of revenues	140,933	2,753	143,686	119,033	9,294	128,327
	$ 623,435	$ 2,488	$ 625,923	$ 580,583	$ 14,322	$ 594,905

A reconciliation of the totals reported for the reportable segments to the applicable line items in the Condensed Consolidated Statements of Operations is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Total revenues from reportable segments	$257,995	$245,934	$769,609	$723,232
Total cost of revenues from reportable segments	48,089	43,513	143,686	128,327
Unallocated operating expenses (1)	134,776	135,248	391,939	516,188
Operating income	75,130	67,173	233,984	78,717
Other loss, net	(8,669)	(13,450)	(23,228)	(22,308)
Income from continuing operations before income taxes and loss from unconsolidated entities	$ 66,461	$ 53,723	$210,756	$ 56,409

(1) Unallocated operating expenses include unallocated cost of revenues, sales and marketing, research and development, general and administrative, restructuring, impairments and other charges, and amortization of other intangible assets.

Geographic Information

The Company operates in the U.S.; Australia, Japan and other Asia Pacific countries ("APAC"); Europe, the Middle East and Africa ("EMEA"); and certain other countries. The following table presents a comparison of the Company's geographic revenues:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
U.S.	$ 147,485	$ 146,732	$ 448,721	$ 427,122
APAC	49,001	44,180	142,969	132,828
EMEA	42,563	38,970	124,468	116,560
Other	18,946	16,052	53,451	46,722
Total revenues	$ 257,995	$ 245,934	$ 769,609	$ 723,232

Revenues are generally attributed to the country of domicile and the respective regions in which the Company's customers are located.

The following table presents a comparison of property and equipment, net, by geographic region:

	September 30, 2009	December 31, 2008
	(In thousands)	
U.S.	$ 347,769	$ 357,607
APAC	15,301	19,176
EMEA	9,300	8,686
Other	43	29
Total property and equipment, net	$ 372,413	$ 385,498

Assets are not tracked by segment and the CODM does not evaluate segment performance based on asset utilization. The Company's goodwill balance is allocated entirely to its 3IS reportable segment.

Major Customers

One customer accounted for 16% and 15% of the Company's revenues from continuing operations during the three and nine months ended September 30, 2009, respectively. One customer accounted for 14% and 13% of the Company's revenues from continuing operations for the three and nine months ended September 30, 2008. No customer accounted for 10% or more of accounts receivable at September 30, 2009, and December 31, 2008.

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Note 11. Other Loss, Net

The following table presents the components of Other loss, net:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Interest income	$ 791	$ 3,981	$ 3,359	$ 15,004
Interest expense	(11,867)	(11,045)	(35,477)	(32,790)
Net gain (loss) on sale and impairment of investments	5	(6,829)	(41)	(6,571)
Net gain on divestiture of businesses	—	—	909	1,564
Unrealized gain (loss) on contingent interest derivative on convertible debentures	750	(420)	1,799	1,664
Income from transition services agreements	1,230	1,224	3,069	2,590
Other, net	422	(361)	3,154	(3,769)
Total other loss, net	$ (8,669)	$ (13,450)	$ (23,228)	$ (22,308)

Interest income is earned principally from the investment of VeriSign's surplus cash balances. Interest expense is derived principally from interest on VeriSign's Convertible Debentures. During the nine months ended September 30, 2009, Other, net, primarily consists of $3.3 million received from Certicom Corporation ("Certicom") due to the termination of the acquisition agreement entered into with Certicom during the three months ended March 31, 2009. During the nine months ended September 30, 2008, Other, net, primarily consists of net foreign exchange rate losses. During the three months ended September 30, 2009 and 2008, Other, net, primarily consists of net foreign exchange rate gains and losses, respectively.

Note 12. Income Taxes

During the three and nine months ended September 30, 2009, the Company recorded income tax expense for continuing operations of $18.1 million and $71.2 million, respectively. During the three and nine months ended September 30, 2008, the Company recorded income tax expense for continuing operations of $8.9 million and $7.5 million, respectively. On February 20, 2009, the State of California enacted changes in tax laws that are expected to have a beneficial impact on the Company's effective tax rate beginning in 2011. As a result, the Company revalued certain state deferred tax assets and liabilities that are expected to reverse after the effective date of the change, and recognized a discrete income tax benefit adjustment of $4.1 million during the nine months ended September 30, 2009.

The Company applies a valuation allowance to certain deferred tax assets when management does not believe that it is more likely than not that they will be realized. These deferred tax assets consist primarily of investments with differing book and tax bases and net operating losses related to certain foreign operations.

As of September 30, 2009, and December 31, 2008, the Company had gross unrecognized tax benefits for income taxes associated with uncertain tax positions of $28.2 million and $31.9 million, respectively. During the three and nine months ended September 30, 2009, the Company recorded a reduction in unrecognized tax benefits of $5.3 million and $3.7 million, respectively. Of the decrease of $5.3 million for the three months ended September 30, 2009, $3.0 million was related to lapses in the applicable statute of limitations, $2.0 million was related to tax positions taken during a prior period, and $0.3 million was related to current period activities. Of the decrease of $3.7 million for the nine months ended September 30, 2009, $3.0 million was related to lapses in the applicable statute of limitations, $2.0 million was related to tax positions taken during a prior period, and an increase of $1.3 million was related to tax positions taken during the current year. As of September 30, 2009 and December 31, 2008, $28.8 million and $31.7 million, respectively, of unrecognized tax benefits, including penalties and interest, would affect the Company's effective tax rate if realized.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits as a component of Income tax expense. During the three and nine months ended September 30, 2009, the Company expensed

$0.1 million and $0.7 million, respectively, for interest and penalties related to income tax liabilities through Income tax expense. During the three and nine months ended September 30, 2008, the Company expensed $0.4 million and $1.3 million, respectively, for interest and penalties related to income tax liabilities through Income tax expense.

The Company's major taxing jurisdictions are the Internal Revenue Service, the California Franchise Tax Board, the Japan National Tax Agency and the State of Virginia Department of Revenue. The Company is not currently under examination by the Internal Revenue Service or the Virginia Department of Revenue. The Company is currently under examination by the California Franchise Tax Board for the years ended December 31, 2004 and December 31, 2005. Because the Company uses historic net operating loss carryforwards and other tax attributes to offset its taxable income in current and future years' income tax returns for U.S. Federal, California and Virginia, such attributes can be adjusted by these taxing authorities until the statute closes on the year in which such attribute was utilized. The Company is not currently under examination by the Japan National Tax Agency. The years which remain subject to examination by the Japan National Tax Agency are those ended on December 31, 2007 and December 31, 2008. The balance of the gross unrecognized tax benefits is not expected to materially change in the next 12 months.

Note 13. Fair Value of Financial Instruments

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of September 30, 2009:

		Fair Value Measurement Using		
	Total Fair Value as of September 30, 2009	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(In thousands)		
Assets:				
Investments in money market funds and time deposits	$ 1,342,689	$ 1,342,689	$ —	$ —
Equity investments	338	338	—	—
Foreign currency forward contracts	19	—	19	—
Total	$ 1,343,046	$ 1,343,027	$ 19	$ —
Liabilities:				
Contingent interest derivative on Convertible Debentures	8,750	$ —	$ —	8,750
Total	$ 8,750	$ —	$ —	$ 8,750

The fair value of the Company's investments in certain money market funds and time deposits approximates their face value. Such instruments are classified as Level 1 and are included in Cash and cash equivalents.

The fair value of the Company's foreign currency forward contracts is based on foreign currency rates quoted by banks or foreign currency dealers and other public data sources. The Company recorded unrealized gains and losses related to changes in the fair value of its foreign currency forward contracts in Other loss, net. The Company recorded an unrealized gain of $0.5 million and an unrealized loss of $0.3 million during the three months ended September 30, 2009 and 2008, respectively, related to changes in the fair value of its foreign currency forward contracts. The Company recorded an unrealized gain of $1.2 million and an unrealized loss of $1.7 million during the nine months ended September 30, 2009 and 2008, respectively, related to changes in the fair value of its foreign currency forward contracts.

Equity investments relate to the Company's investments in the securities of other public companies. The fair value of these investments is based on the quoted market prices of the underlying shares. Such investments are included in Prepaid expenses and other current assets.

The Company's Convertible Debentures have contingent interest payments that are considered to be an embedded derivative. The Company accounts for the embedded derivative separately from the Convertible Debentures at fair value, with gains and losses reported in Other loss, net. The Company has utilized a valuation model based on simulations of stock prices, interest rates, credit ratings and bond prices to estimate the value of the embedded derivative. The inputs to the model include risk adjusted interest rates, volatility and average yield curve observations and stock price. As several significant inputs are not observable, the overall fair value measurement of the embedded derivative is classified as Level 3.

The following table summarizes the change in the fair value of the Company's Level 3 contingent interest derivative on Convertible Debentures during the nine months ended September 30, 2009 (in thousands):

Fair value at December 31, 2008	$10,549
Unrealized gain on contingent interest derivative on Convertible Debentures (1)	(1,799)
Fair value at September 30, 2009	$ 8,750

(1) Included in Other loss, net.

Assets and Liabilities Measured at Fair Value on a Non-recurring Basis

The Company measures its disposal groups held for sale at the lower of their carrying amount or fair value less cost to sell. The following table summarizes the Company's net assets of those disposal groups held for sale which are measured at fair value as of September 30, 2009:

	Fair Value Measurement Using Significant Unobservable Inputs (Level 3)	Total gain for the three months ended September 30, 2009	Total gain for the nine months ended September 30, 2009
		(In thousands)	
Net assets of disposal groups held for sale	$ 198,576	$ 21,629 (1)	$ 33,293 (1)

(1) Included in income (loss) from discontinued operations, net of tax.

The Company has classified the net assets of its disposal groups held for sale as Level 3 due to the lack of observable inputs to determine the fair values of such net assets. The fair value of net assets of disposal groups held for sale is determined considering active bids from potential buyers.

During the three months ended September 30, 2009, net assets of the disposal groups held for sale which are measured at fair value as of September 30, 2009, with a carrying amount of $177.0 million, were written up to their fair value of $198.6 million less costs to sell of $2.2 million (or $196.4 million), resulting in a net reversal of estimated losses previously reported of $21.6 million.

During the nine months ended September 30, 2009, the Company recorded a net gain of $33.3 million related to net reversals of estimated losses on the disposal groups which are measured at fair value as of September 30, 2009.

Other

The fair value of other financial instruments including accounts receivable, restricted cash and investments, and accounts payable, approximates their carrying amount, which is the amount for which the instrument could be exchanged in a current transaction between willing parties. The fair value of the Company's Convertible Debentures at September 30, 2009, is $1.1 billion, and is based on quoted market prices.

Note 14. Contingencies

Legal Proceedings

On September 7, 2001, NetMoneyIN, an Arizona corporation, filed a complaint alleging patent infringement against VeriSign and several other previously-named defendants in the U.S. District Court for the District of Arizona asserting infringement of certain patents. The complaint alleged that VeriSign's Payflow payment products and services directly infringe certain claims of NetMoneyIN's three patents and requested the Court to enter judgment in favor of NetMoneyIN, a permanent injunction against the defendants' alleged infringing activities, an order requiring defendants to provide an accounting for NetMoneyIN's damages, to pay NetMoneyIN such damages and three times that amount for any willful infringers, and an order awarding NetMoneyIN attorney fees and costs. NetMoneyIN has withdrawn its allegations of infringement of one of the patents and the Court has dismissed with prejudice all claims of infringement of such patent. In its ruling on the claim construction issues, the Court found some of the claims asserted against VeriSign to be valid. NetMoneyIN may file an appeal after a final judgment seeking to overturn this ruling. Only one claim remains in the case. On July 13, 2007, the Court issued an order granting summary judgment in favor of VeriSign based on the Court's finding that such claim is invalid, and denying all other pending dispositive motions. On August 29, 2007, plaintiff filed a Notice of Appeal. On September 19, 2007, the U.S. Court of Appeals for the Federal Circuit docketed the appeal. On October 20, 2008, the appellate court issued a decision that affirmed in part and reversed in part the summary judgment order and remanded the case for further proceedings in the trial court. VeriSign and NetMoney entered into a settlement agreement in July 2009. The case against VeriSign has been dismissed.

On July 6, 2006, a stockholder derivative complaint (Parnes v. Bidzos, et al., and VeriSign) was filed against VeriSign in the U.S. District Court for the Northern District of California, as a nominal defendant, and certain of its current and former directors and executive officers related to certain historical stock option grants. The complaint seeks unspecified damages on behalf of VeriSign, constructive trust and other equitable relief. Two other derivative actions were filed, one in the U.S. District Court for the Northern District of California (Port Authority v. Bidzos, et al., and VeriSign), and one in the Superior Court of the State of California, Santa Clara County (Port Authority v. Bidzos, et al., and VeriSign) on August 14, 2006. The state court derivative action is stayed pending resolution of the federal actions. The current directors and officers named in this state action are D. James Bidzos, William L. Chenevich, Roger H. Moore and Louis A. Simpson. The Company is named as a nominal defendant in these actions. The federal actions have been consolidated and plaintiffs filed a consolidated complaint on November 20, 2006. The current directors and officers named in this consolidated federal action are D. James Bidzos, William L. Chenevich, Roger H. Moore, Louis A. Simpson and Timothy Tomlinson. Motions to dismiss the consolidated federal court complaint were heard on May 23, 2007. Those motions were granted on September 14, 2007. On November 16, 2007, a second amended shareholder derivative complaint was filed in the federal action wherein the Company was again named as a nominal defendant. By stipulation and Court order, defendants' obligation to respond to the second amended shareholder derivative complaint has been continued pending informal efforts by the parties to resolve the action.

On May 15, 2007, a putative class action (Mykityshyn v. Bidzos, et al., and VeriSign) was filed in Superior Court for the State of California, Santa Clara County, naming the Company and certain current and former officers and directors, alleging false representations and disclosure failures regarding certain historical stock option grants. The plaintiff purports to represent all individuals who owned the Company's common stock between April 3, 2002, and August 9, 2006. The complaint seeks rescission of amendments to the 1998 and 2006 Option Plans and the cancellation of shares added to the 1998 Option Plan. The complaint also seeks to enjoin the Company from granting any stock options and from allowing the exercise of any currently outstanding options granted under the 1998 and 2006 Option Plans. The complaint seeks an unspecified amount of compensatory damages, costs and attorneys fees. The identical case was filed in the Superior Court for the State of California, Santa Clara County under a separate name (Pace. v. Bidzos, et al., and VeriSign) on June 19, 2007, and on October 3, 2007 (Mehdian v. Bidzos, et al.). On December 3, 2007, a consolidated complaint was filed in Superior Court for the State of California, Santa Clara County. The current directors and officers named in this consolidated class action are D. James Bidzos, William L. Chenevich, Roger H. Moore, Louis A. Simpson and

Timothy Tomlinson. VeriSign and the individual defendants dispute all of these claims. Defendants' collective pleading challenges to the putative consolidated class action complaint were granted with leave to amend in August 2008. By stipulation and Court order, plaintiff's obligation to file an amended consolidated class action complaint has been continued pending informal efforts by the parties to resolve the action.

On November 7, 2006, a judgment was entered against VeriSign by a trial court in Terni, Italy, in the matter of Penco v. VeriSign, Inc. in the amount of Euro 5.8 million plus fees arising from a lawsuit brought by a former consultant who claimed to be owed commissions. The Company was granted a stay on execution of the judgment and the Company filed an appeal. On July 9, 2008, the appellate court rejected all of plaintiff's claims. On or about April 2, 2009, plaintiff filed an appeal in the Supreme Court of Cassation, Rome, Italy. VeriSign filed a Writ of Reply on May 5, 2009. While the Company cannot predict the outcome of these proceedings, it believes the allegations against it are without merit.

On May 31, 2007, plaintiffs Karen Herbert, et al., on behalf of themselves and a nationwide class of consumers ("*Herbert*"), filed a complaint against VeriSign, m-Qube, Inc., and other defendants alleging that defendants collectively operate an illegal lottery under the laws of multiple states by allowing viewers of the NBC television show "Deal or No Deal" to incur premium text message charges in order to participate in an interactive television promotion called "Lucky Case Game." The lawsuit is pending in the U.S. District Court for the Central District of California, Western Division. On June 5, 2007, plaintiffs Cheryl Bentley, et al., on behalf of themselves and a nationwide class of consumers ("*Bentley*"), filed a complaint against VeriSign, m-Qube, Inc., and other defendants alleging that defendants collectively operate an illegal lottery under the laws of multiple states by allowing viewers of the NBC television show "The Apprentice" to incur premium text message charges in order to participate in an interactive television promotion called "Get Rich With Trump." The Bentley matter is currently stayed. A motion to dismiss the ruling in Herbert is on appeal in the U.S. Court of Appeals for the Ninth Circuit. While the Company cannot predict the outcome of any of these matters, it believes that the allegations in each of them are without merit and intends to vigorously defend against them.

On September 12, 2008, Leon Stambler filed a declaratory judgment complaint against VeriSign in the U.S. District Court for the Eastern District of Texas. The complaint seeks an order permitting Stambler to proceed with patent infringement actions against VeriSign SSL certificate customers in actions in which VeriSign is not a party in view of Stambler's prior unsuccessful action in 2003 against VeriSign on the same patents in which a verdict was returned against Stambler and a judgment was entered thereon. VeriSign has received requests to indemnify certain SSL certificate customers in the patent infringement actions brought by Stambler. VeriSign and Stambler entered into a confidential settlement agreement on June 1, 2009. Certain indemnity requests from customers are still pending. The declaratory judgment complaint against VeriSign was dismissed on June 8, 2009.

On June 5, 2009, the U.S. Court of Appeals for the Ninth Circuit reversed and remanded a district court order dismissing a second amended complaint filed by plaintiff Coalition for ICANN Transparency, Inc. ("CFIT"). CFIT filed its initial complaint and an application for a temporary restraining order against VeriSign and Internet Corporation for Assigned Names and Numbers ("ICANN") in the U.S. District Court for the Northern District of California on November 28, 2005, asserting claims under Sections 1 and 2 of the Sherman Antitrust Act (the "Sherman Act"), the Cartwright Act, and Cal. Bus. & Prof. Code § 17200. The district court denied CFIT's application for a temporary restraining order on November 30, 2005. Shortly after the action was initiated and CFIT's application was denied, the district court granted defendants' Motion for Judgment on the Pleadings on February 28, 2006, with leave to amend. CFIT filed a First Amended Complaint on March 14, 2006. The Court granted defendants' Motion to Dismiss the First Amended Complaint, with leave to amend, on December 8, 2006. CFIT filed a Second Amended Complaint on December 28, 2006; ICANN was not included as a defendant in the Second Amended Complaint. The Second Amended Complaint, which VeriSign has not yet answered, asserted claims, among others, under Sections 1 and 2 of the Sherman Act against VeriSign, challenging in part VeriSign's conduct in entering into, and the pricing, renewal and certain other terms of, the *.com* and *.net* registry agreements with ICANN. The same renewal and pricing terms in the *.com* registry

agreement are incorporated by reference in the Cooperative Agreement between VeriSign and the U.S. Department of Commerce, which approved the *.com* Registry Agreement as in the public interest. The Court granted VeriSign's Motion to Dismiss the Second Amended Complaint on May 14, 2007, without leave to amend, and entered judgment for VeriSign. CFIT filed a Notice of Appeal to the U.S. Court of Appeals for the Ninth Circuit on June 13, 2007. After briefing, the appeal was argued on December 8, 2008. The Ninth Circuit filed its Opinion reversing and remanding the dismissal of the Second Amended Complaint on June 5, 2009. VeriSign filed a motion for rehearing in the Ninth Circuit on July 2, 2009. While the Company cannot predict the outcome of these proceedings, it believes the allegations against it are without merit and intends to vigorously defend against them.

VeriSign is involved in various other investigations, claims and lawsuits arising in the normal conduct of its business, none of which, in its opinion will have a material effect on its business. The Company cannot assure you that it will prevail in any litigation. Regardless of the outcome, any litigation may require the Company to incur significant litigation expense and may result in significant diversion of management attention.

Note 15. Subsequent Events

On October 1, 2009, the Company sold its GSC business for cash consideration of $4.9M subject to certain adjustments related to employees' compensation.

On October 23, 2009, the Company sold its MMM Services business, for cash consideration of $174.5 million after preliminary adjustments to reflect the parties' estimate of working capital. The divestiture transaction will be subject to a final adjustment to reflect the actual working capital balance as of the closing date.

During October 2009, the Company received a distribution of $2.4 million from the Primary Fund.

During October 2009, the Company decided to wind down the operations of the CPS business after termination of active negotiations with a potential buyer. The Company expects the wind-down to be completed no later than the end of 2010.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion in conjunction with the interim unaudited Condensed Consolidated Financial Statements and related notes.

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements involve risks and uncertainties, including, among other things, statements regarding our anticipated costs and expenses and revenue mix. Forward-looking statements include, among others, those statements including the words "expects," "anticipates," "intends," "believes" and similar language. Our actual results may differ significantly from those projected in the forward-looking statements. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in the section titled "Risk Factors" in Part II, Item 1A of this Quarterly Report on Form 10-Q. You should also carefully review the risks described in other documents we file from time to time with the Securities and Exchange Commission, including the Quarterly Reports on Form 10-Q or Current Reports on Form 8-K that we file in 2009 and our 2008 Form 10-K, which was filed on March 3, 2009, which discuss our business in greater detail. You are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to publicly release any revisions to the forward-looking statements or reflect events or circumstances after the date of this document.

Overview

We are the trusted provider of Internet infrastructure services for the networked world. We offer a comprehensive spectrum of products and services that help a growing number of organizations and individuals to communicate and conduct commerce with confidence.

We have the following two reportable segments: (1) Internet Infrastructure and Identity Services ("3IS") which consists of Naming Services and Authentication Services. Authentication Services is comprised of Business Authentication Services, formerly known as Secure Socket Layer ("SSL") Certificate Services; and User Authentication Services, formerly known as Identity and Authentication Services; and (2) Other Services, which consists of the continuing operations of non-core businesses and legacy products and services from divested businesses. See Note 10, "Segment Information," of our Notes to Condensed Consolidated Financial Statements for further information regarding our reportable segments. In our 2008 Form 10-K, we presented VeriSign Japan as a separate component of our 3IS segment. Beginning in the first quarter of 2009, we have reclassified the results of operations of VeriSign Japan into the results of operations of our Authentication Services which is also a component of our 3IS segment, as VeriSign Japan is a majority-owned subsidiary whose operations primarily consist of Business and User Authentication Services.

Naming Services is the authoritative directory provider of all *.com, .net, .cc, .tv*, *.name* and *.jobs* domain names. Business Authentication Services enable enterprises and Internet merchants to implement and operate secure networks and websites that utilize SSL protocol. Business Authentication Services provide customers the means to authenticate themselves to their end users and website visitors and to encrypt communications between client browsers and Web servers. User Authentication Services includes identity protection services, fraud detection services, managed public key infrastructure ("PKI") services, and unified authentication services. User Authentication Services are intended to help enterprises secure intranets, extranets and other applications and devices, and provide authentication credentials. The Other Services segment consists of the continuing operations of our non-core business and legacy products and services from divested businesses. We are in the process of winding down the operations of our Pre-Pay billing and payment ("Pre-Pay") Services business.

During the fourth quarter of 2007, we announced a change to our business strategy to allow management to focus its attention on our core competencies and to make additional resources available to invest in our core

businesses. The strategy called for a divestiture or winding down of all the non-core businesses. These businesses, except the Pre-Pay Services business, are classified as disposal groups held for sale as of September 30, 2009, and their results of operations have been classified as discontinued operations for all periods presented. We continue to be responsible for a portion of our contingent and other corporate liabilities and transition services following the divestiture of certain businesses. There is a possibility that we will incur costs and expenses associated with the management of the contingent and other corporate liabilities, including requests for indemnification by the buyers. In addition, the transition services agreements may be required for longer periods of time than anticipated by management and may be more costly to complete than the buyers are contractually obligated to pay us. By divesting our non-core businesses, additional resources should be available to invest in our core services that remain: Naming Services and Authentication Services.

Our Core Services

Our core services consist of our Naming Services and Authentication Services.

Naming Services

As of September 30, 2009, we had approximately 94.9 million domain names registered under the *.com* and *.net* registries, which are our principal registries. The number of domain names registered is largely driven by Internet usage and broadband penetration rates. Although growth in absolute number of registrations remains greatest in mature markets such as the United States ("U.S.") and Western Europe, growth on an annual percentage basis is expected to be greatest in markets outside of the U.S. and Western Europe where Internet penetration has demonstrated the greatest potential for growth. We are largely insulated from the risk posed by fluctuations in exchange rates due to the fact that all revenues paid to us for *.com* and *.net* registrations are in U.S. dollars.

Authentication Services

Business Authentication Services

We currently offer the following Business Authentication Services: VeriSign®, thawte®, and GeoTrust® branded SSL certificates. As of September 30, 2009, we had an installed base of SSL certificates of approximately 1.2 million. The major factors impacting the growth and performance of our Business Authentication Services are the penetration and adoption of the Internet, especially through broadband services, the spread of e-commerce, the utilization of electronic means for executing financial transactions (such as credit card payments), and the extent to which advertising through search engines encourages consumers to engage in e-commerce. As a result of the growing impact of the Internet on global commercial transactions and the current economic environment, we expect continued but slowing revenue growth in our business, primarily in markets outside of the U.S. where e-commerce has the largest growth potential.

User Authentication Services

We currently offer the following User Authentication Services: VeriSign Identity Protection ("VIP"), managed PKI, unified authentication and fraud detection services. As with our Business Authentication Services, the major factors impacting the growth and performance of our User Authentication Services are the penetration and adoption of the Internet, especially through broadband services, the spread of e-commerce, the utilization of electronic means for executing financial transactions (such as credit card payments), and the extent to which advertising through search engines encourages consumers to engage in e-commerce.

We frequently engage in promotional activities in both our Naming Services and Authentication Services.

Business Highlights and Trends—Three and nine months ended September 30, 2009

- We recorded revenues of $258.0 and $769.6 million during the three and nine months ended September 30, 2009, an increase of 5% and 6%, respectively, as compared to the same periods last year. The increase was primarily due to an increase in revenues from both our Naming Services and our Authentication Services.
- We recorded income from continuing operations of $47.4 million and $137.2 million during the three and nine months ended September 30, 2009, respectively, compared to income from continuing operations of $41.5 million and $43.1 million during the three and nine months ended September 30, 2008, respectively. The increase is primarily due to an increase in revenues, a decrease in operating costs and expenses due to the implementation of strategic cost-saving initiatives and a decrease in Restructuring, impairments and other charges.
- On July 6, 2009, we sold our Managed Security Services (“MSS”) business for a net cash consideration of $42.9 million. During the three and nine months ended September 30, 2009, the Company recorded a loss on sale of $5.3 million, net of an income tax expense of $12.9 million, and reversal of estimated losses on disposal recorded prior to sale.
- We received $13.9 million and $104.0 million from the Reserve’s Primary Fund (the “Primary Fund”) and the Reserve International Liquidity Fund, Ltd. (the “International Fund”) during the nine months ended September 30, 2009, respectively. As of September 30, 2009, we have an aggregate of $32.4 million outstanding in the Primary Fund and the International Fund.
- On May 5, 2009, we sold our Real-Time Publisher (“RTP”) Services business. During the nine months ended September 30, 2009, we recorded a gain on sale of $7.2 million, net of an income tax benefit of $5.2 million, and reversal of estimated losses on disposal recorded prior to sale.
- On May 1, 2009, we sold our Communications Services business to Transaction Network Services, Inc. (“TNS”) for cash consideration of $226.2 million. During the nine months ended September 30, 2009, we recorded a loss on sale of $57.3 million, net of an income tax expense of $55.3 million, and estimated losses on disposal recorded prior to sale.
- On April 10, 2009, we sold our International Clearing business which enables financial settlement and call data settlement for wireless and wireline carriers. During the nine months ended September 30, 2009, we recorded a gain on sale of $12.2 million, net of an income tax benefit of $6.0 million, primarily representing cumulative translation adjustments associated with the business.

Assets Held for Sale and Discontinued Operations

During the first quarter of 2009, we disaggregated our Enterprise and Security Services (“ESS”) disposal group held for sale as of December 31, 2008, into the following three businesses: (i) Global Security Consulting (“GSC”), (ii) iDefense Security Intelligence Services (“iDefense”) and (iii) MSS. We decided to retain our iDefense business and, accordingly, reclassified the assets and liabilities related to iDefense as held and used in 2009. We also reclassified the historical results of operations of iDefense from discontinued operations to continuing operations as part of Naming Services for all periods presented. See Note 3, “Assets Held for Sale and Discontinued Operations,” of our Notes to Condensed Consolidated Financial Statements for further information.

As of September 30, 2009, businesses classified as held for sale and presented as discontinued operations are the following:

Global Security Consulting

Our GSC business, part of our former ESS disposal group, helps companies understand corporate security requirements, comply with all applicable regulations, identify security vulnerabilities, reduce risk, and meet the

security compliance requirements applicable to the particular business and industry. On October 1, 2009, we sold our GSC business for cash consideration of $4.9 million.

Messaging and Mobile Media Services

Our Messaging and Mobile Media ("MMM") Services business consists of the InterCarrier Messaging, PictureMail, Premium Messaging Gateway, and Mobile Enterprise Service offerings. The MMM Services business is an industry-leading global provider of short-messaging, multimedia messaging, and mobile content application services. MMM Services enables messages and multimedia content to be sent globally across any wireless operator and mobile device. MMM Services offers the global connectivity, network reliability, and scalability necessary to capitalize on the fast growing global messaging and media content markets.

On October 23, 2009, we sold our MMM Services business, for cash consideration of $174.5 million after preliminary adjustments to reflect the parties' estimate of working capital. The divestiture transaction will be subject to a final adjustment to reflect the actual working capital balance as of the closing date.

Mobile Delivery Gateway Services

Our Mobile Delivery Gateway ("MDG") Services business offers solutions to manage the complex operator interfaces, relationships, distribution, reporting and customer service for the delivery of premium mobile content to customers. MDG messaging aggregation services enable short messaging and multimedia messaging service connectivity for content providers, aggregators and others to all wireless subscribers of certain carriers and/or countries and regions. MDG services enable content providers to more rapidly expand their global reach.

Content Portal Services

Our Content Portal Services ("CPS") business enables a seamless end-to-end business solution focused on providing best-in-class digital content storefront services. CPS can be used as a content delivery platform for games, ringtones, and other content services. CPS are provided to mobile carriers and media companies primarily located in Canada.

In October 2009, we decided to wind down the operations of the CPS business after termination of active negotiations with a potential buyer. We expect the wind-down to be completed no later than the end of 2010.

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Results of Operations

The following table presents information regarding our results of operations as a percentage of revenues:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Revenues	100%	100%	100%	100%
Costs and expenses				
Cost of revenues	22	23	23	24
Sales and marketing	17	17	17	18
Research and development	10	9	9	10
General and administrative	17	20	18	21
Restructuring, impairments and other charges	4	3	2	15
Amortization of other intangible assets	1	1	1	1
Total costs and expenses	71	73	70	89
Operating income	29	27	30	11
Other loss, net	(3)	(5)	(3)	(3)
Income from continuing operations before income taxes and loss from unconsolidated entities	26	22	27	8
Income tax expense	7	4	9	1
Loss from unconsolidated entities, net of tax	—	(1)	—	—
Income from continuing operations, net of tax	19	17	18	7
Income (loss) from discontinued operations, net of tax	2	(99)	2	(45)
Net income (loss)	21	(82)	20	(38)
Less: Net income attributable to noncontrolling interest in subsidiary	—	—	—	—
Net income (loss) attributable to VeriSign common stockholders	21%	(82%)	20%	(38%)

Revenues

We have two reportable segments: 3IS and Other Services. A comparison of revenues is presented below:

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2009	2008		2009	2008	
	(Dollars in thousands)			(Dollars in thousands)		
3IS:						
Naming Services	$155,480	$141,838	10%	$457,206	$403,034	13%
Authentication Services	101,428	99,484	2%	307,162	296,582	4%
Total 3IS	256,908	241,322	6%	764,368	699,616	9%
Other Services	1,087	4,612	(76%)	5,241	23,616	(78%)
Total revenues	$257,995	$245,934	5%	$769,609	$723,232	6%

The changes in revenues during the three and nine months ended September 30, 2009, are described in the segment discussions that follow.

3IS:

Naming Services

Revenues related to our Naming Services are derived from registrations for domain names in the *.com, .net, .cc, .tv*, *.name* and *.jobs* domain name registries. Revenues from *.cc, .tv, .name and .jobs* are not significant. For domain names registered with the *.com* and *.net* registries, we receive a fee per annual registration that is fixed pursuant to our agreements with Internet Corporation for Assigned Names and Numbers ("ICANN"). Individual customers contract directly with third-party registrars or their resellers, and the third-party registrars in turn register the *.com*, *.net*, *.cc*, *.tv*, *.name* and *.jobs* domain names with VeriSign. Changes in revenues are driven largely by increases in the number of new domain name registrations and the renewal rate for existing registrations, as well as fee increases as permitted under our agreements with ICANN. As of September 30, 2009, we have the contractual right to increase the fees for *.com* domain name registrations up to 7% each year during any two years over the remaining term of our agreement with ICANN through November 30, 2012. As of September 30, 2009, we have the contractual right to increase the fees for *.net* domain name registrations up to 10% each year during the remaining term of our agreement with ICANN through June 30, 2011. We offer promotional marketing programs for our registrars based upon market conditions and the business environment in which the registrars operate.

The following table compares active domain names ending in *.com* and *.net* managed as part of our Naming Services as of September 30, 2009 and 2008:

	September 30,		%
	2009	2008	Change
Active domain names ending in *.com* and *.net*	94.9 million	89.4 million	6%

During the three and nine months ended September 30, 2009, the growth in the number of domain names registered was primarily driven by continued Internet growth and adoption mostly within international markets and new domain name promotional programs. We expect that new name registrations and renewals from customers engaged in the business of registering domain names for the purpose of on-line advertising networks will continue to have a diminishing impact on our domain name base through 2009. During 2008, we saw slowing growth in traditional name registrations because of macro-economic conditions. We expect that the current state of the economic environment may contribute to a continued slowing of growth rates in 2009 for the total domain name base as well as for the *.com* and *.net* domain name base under our management, even as we continue to add to the net names in our domain name base in absolute terms. We continue to experience international growth in both *.com* and *.net* domain name bases, especially in markets that we have targeted through our promotional programs or otherwise.

Our Naming Services revenues increased during the three and nine months ended September 30, 2009, as compared to the same periods last year, primarily due to a 6% year-over-year increase in the number of active domain names ending in *.com* and *.net* and increases in our *.com* and *.net* registry fees in October 2008 of 7% (to $6.86) and 10% (to $4.23), respectively, as per our agreements with ICANN.

Authentication Services

Our Authentication Services revenues are derived from our Business Authentication Services and User Authentication Services business.

Business Authentication Services

Revenues related to our Business Authentication Services are derived from licensing and service fees charged to our customers for the issuance of SSL certificates that authenticate their identity to the third parties with whom they carry out secured transactions. Revenues in the Business Authentication Services are related to fees charged per certificate, which are based upon a number of factors, including: (i) the brand name under which the certificate is issued, which determines the level of encryption and rigor of authentication; (ii) the number of servers authenticated, and (iii) the duration of the certification.

The following table compares the approximate installed base of SSL certificates for the installed base of SSL certificates in our Business Authentication Services as of September 30, 2009 and 2008:

	September 30,		%
	2009	2008	Change
Installed base of SSL certificates	1,196,000	1,095,000	9%

The following table compares the annualized average-unit-revenue for the installed base of SSL certificates in our Business Authentication Services:

	Three Months Ended September 30,		%	Nine Months Ended September 30,		%
	2009	2008	Change	2009	2008	Change
Annualized average-unit-revenue (1)	$ 234	$ 251	(7%)	$ 236	$ 247	(4%)

(1) Annualized average-unit revenue represents SSL Certificate Services revenues recorded for the period, excluding revenues from our affiliates and our majority owned subsidiary VeriSign Japan, over the installed base of SSL certificates as of the end of the corresponding period. The installed base includes all SSL certificates (including our affiliates and VeriSign Japan).

During the three and nine months ended September 30, 2009, our installed base of SSL certificates from our GeoTrust® and thawte® brands increased at a higher rate than our higher-priced VeriSign® brand, and as a result, our annualized average-unit-revenue decreased compared to prior periods. We expect that the number of our SSL certificates issued will continue to increase at a higher rate than the revenues recognized from our Business Authentication Services. As we have a market share leadership position at the high end of the SSL certificates market, our unit growth rate for the high end is limited by the overall segment growth. In the mid and low segments, we expect to see good growth opportunities for market share gains as these markets are growing faster than the high end market. Our Extended Validation ("EV") SSL certificate sales, while still a small portion of our Business Authentication Services, continue to increase year-over-year. Due to the effect of the economic slowdown, we have experienced price pressure on the VeriSign and thawte® brands, as customers are increasingly requesting discounts. The weakening economy is affecting our Business Authentication Services and, while we expect to experience growth, we expect those growth rates to decline in 2009 compared to 2008.

User Authentication Services

Revenues related to our User Authentication Services are derived from one-time credential sales to customers seeking network services and one-time set-up fees. We also charge an annual service fee based upon the number of individual users authorized by the customer to access its network and a customer support fee. Our managed PKI services are characterized by lower growth rates than other product lines within User Authentication Services, reflecting the greater maturity of our managed PKI services. We expect User Authentication Services revenues to continue to grow in 2009 primarily from growth in our VIP services, but at a lower growth rate than in 2008.

Our Authentication Services revenues increased during the three and nine months ended September 30, 2009, as compared to the same periods last year, primarily due to a 9% year-over-year increase in the installed base of SSL certificates, although this increase was offset by a decline in average-unit-revenue per certificate sold, and an increase in demand for our identity protection services and our fraud detection services.

Other Services

Other services revenues are derived from the continuing operations of our non-core businesses and legacy products and services from divested businesses. We are in the process of winding down the operations of our Pre-Pay Services business.

Other services revenues decreased during the three and nine months ended September 30, 2009, as compared to the same periods last year, primarily due to a decrease in revenues from our Pre-Pay Services business resulting from management's decision to wind down the business and the termination of revenues from a service agreement with our former Jamba joint ventures.

Our expectations and trends for our segments are based on what we are observing and can project about the current macro-economic environment. Our outlook is subject to broader changes in the market and could change significantly over time.

Geographic Revenues

We operate in the U.S.; Australia, Japan and other Asia Pacific countries ("APAC"); Europe, the Middle East and Africa ("EMEA"); and certain other countries.

A comparison of our geographic revenues is presented below:

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2009	2008		2009	2008	
	(Dollars in thousands)			(Dollars in thousands)		
U.S.	$ 147,485	$ 146,732	1%	$ 448,721	$ 427,122	5%
APAC	49,001	44,180	11%	142,969	132,828	8%
EMEA	42,563	38,970	9%	124,468	116,560	7%
Other	18,946	16,052	18%	53,451	46,722	14%
Total revenues	$ 257,995	$ 245,934	5%	$ 769,609	$ 723,232	6%

Revenues are generally attributed to the country of domicile and the respective regions in which our customers are located.

Revenues from the U.S. increased during the nine months ended September 30, 2009, as compared to the same periods last year, primarily due to increases in revenues from our Naming Services. Revenues from the APAC region increased during the three and nine months ended September 30, 2009, as compared to the same period last year, primarily due to an increase in revenues from our Naming Services and Authentication Services. Revenues from the EMEA region increased during the three and nine months ended September 30, 2009, as compared to the same periods last year, primarily due to an increase in revenues from our Naming Services and Authentication Services. Revenues from Other regions increased during the three and nine months ended September 30, 2009, as compared to the same periods last year, primarily due to increases in revenues from our Naming Services and Authentication Services.

Mature markets, such as the U.S. and Western Europe, where broadband and e-commerce have seen strong market penetration, may be expected to see consistent incremental growth reflecting the maturity of these

markets. We expect to see larger increases in revenues from other EMEA and APAC countries driven by greater growth in international regions, resulting from greater broadband and Internet penetration and expanding e-commerce as electronic means of payment are increasingly adopted.

Cost of revenues

Cost of revenues consist primarily of costs related to providing digital certificate enrollment and issuance services, billing services, operational costs associated with the delivery of our services, registry fees, customer support and training, consulting and development services, labor costs to provide security, costs of facilities and computer equipment used in these activities and allocations of indirect costs such as corporate overhead. All allocations of indirect costs are included in continuing operations.

A comparison of cost of revenues is presented below:

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2009	2008		2009	2008	
	(Dollars in thousands)			(Dollars in thousands)		
Cost of revenues	$56,736	$ 57,265	(1%)	$174,520	$172,498	1%

Cost of revenues decreased during the three months ended September 30, 2009, primarily due to decreases of allocated overhead expenses, contract and professional services and partially offset by increases in direct cost of revenues, salary and benefit expenses and telecommunications expenses. Allocated overhead expenses decreased primarily due to a decrease in corporate overhead operating expenses during the quarter ended September 30, 2009. Contract and professional services decreased primarily due to a decrease in the services of outside contractors and the conversion of contractors to employees. Direct cost of revenues increased primarily due to an increase in quarterly registry fees. Salary and benefits expenses increased primarily due to an increase in headcount to support our core services. Telecommunications expense increased primarily due to upgrades to support our current constellation sites to support our *.com* and *.net* registrations and our Delaware Data Center.

Cost of revenues increased during the nine months ended September 30, 2009, primarily due to increases in direct cost of revenues, telecommunication expenses and depreciation charges, partially offset by decreases in allocated overhead expenses, salary and benefit expenses and contract and professional services. Direct cost of revenues increased primarily due to an increase in quarterly registry fees and outside consulting costs. Telecommunications expenses increased primarily due to upgrades to support our current constellation sites to support our *.com* and *.net* registrations and our Delaware Data Center. Depreciation expenses increased primarily due to the increase in depreciation expense related to Delaware Data Center being placed into service in July 2008. Salary and benefit expenses decreased primarily due to decreases in expenses related to bonuses and stock-based compensation that resulted from the 2008 Restructuring Plan.

Sales and marketing

Sales and marketing expenses consist primarily of salaries, sales commissions, sales operations and other personnel-related expenses, travel and related expenses, trade shows, costs of lead generation, costs of computer and communications equipment and support services, facilities costs, consulting fees, costs of marketing programs, such as the internet, television, radio, print and direct mail advertising costs and allocations of indirect costs such as corporate overhead. All allocations of indirect costs are included in continuing operations.

A comparison of sales and marketing expenses is presented below:

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2009	2008		2009	2008	
	(Dollars in thousands)			(Dollars in thousands)		
Sales and marketing	$45,015	$ 41,646	8%	$128,341	$133,779	(4%)

Sales and marketing expenses increased during the three months ended September 30, 2009, primarily due to increases in salary and benefits expenses and contract and professional services expenses, partially offset by a decrease in advertising and marketing expense. Salary and benefits expenses increased primarily due to an increase in headcount to support our core services. Contract and professional services expenses increased primarily due to using third-party professional services for international marketing initiatives for our Naming Services business and an increase in outside contractors to support both our Naming Services and Business Authentication Services businesses. Advertising and marketing expenses decreased primarily due to a targeted marketing campaign during the three months ended September 30, 2008 that supported our Business Authentication Services business.

Sales and marketing expenses decreased during the nine months ended September 30, 2009, primarily due to decreases in salary and benefits, and travel expenses, partially offset by an increase in contract and professional services expenses. Salary and benefit expenses decreased primarily due to a decrease in headcount as a result of the 2008 Restructuring Plan and the divestiture of our CDN business in April 2008. Travel expenses decreased primarily due to lower average headcount and management’s cost-savings initiatives. Contract and professional services expenses increased primarily due to using third-party professional services for international marketing initiatives for our Naming Services business and an increase in outside contractors to support both our Naming Services and Business Authentication Services businesses.

We expect sales and marketing expenses to increase slightly as a percentage of revenue in fiscal 2010, primarily due to an increase in advertising and marketing spending.

Research and development

Research and development expenses consist primarily of costs related to research and development personnel, including salaries and other personnel-related expenses, consulting fees and the costs of facilities, computer and communications equipment, support services used in service and technology development and allocations of indirect costs such as corporate overhead. All allocations of indirect costs are included in continuing operations.

A comparison of research and development expenses is presented below:

	Three Months Ended September 30,		%	Nine Months Ended September 30,		%
	2009	2008	Change	2009	2008	Change
	(Dollars in thousands)			(Dollars in thousands)		
Research and development	$ 24,940	$ 21,764	15%	$ 72,976	$ 70,528	3%

Research and development expenses increased during the three and nine months ended September 30, 2009, primarily due to increases in salary and benefits expenses and depreciation expenses. Salary and benefits expenses increased during the three months ended September 30, 2009, primarily due to an increase in headcount to support our core services, but decreased during the nine months ended September 30, 2009, primarily due to lower average headcount as a result from the 2008 Restructuring Plan and the divestiture of our CDN business in April 2008. Depreciation expense increased primarily due to capitalized projects placed into service in 2009 and during fourth quarter of 2008.

General and administrative

General and administrative expenses consist primarily of salaries and other personnel-related expenses for our executive, administrative, legal, finance, information technology and human resources personnel, facilities, computer and communications equipment, management information systems, support services, professional services fees, certain tax and license fees, bad debt expense and allocations of indirect costs such as corporate overhead. All allocations of indirect costs are included in continuing operations.

A comparison of general and administrative expenses is presented below:

	Three Months Ended September 30, 2009	Three Months Ended September 30, 2008	% Change	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008	% Change
	(Dollars in thousands)			(Dollars in thousands)		
General and administrative	$42,634	$ 49,677	(14%)	$134,721	$152,742	(12%)

General and administrative expenses decreased during the three and nine months ended September 30, 2009, primarily due to decreases in salary and benefits expenses, travel expenses, contract and professional services expenses, and depreciation expenses. Salary and benefits expenses decreased primarily due to lower average headcount as a result of the 2008 Restructuring Plan. Travel expenses decreased primarily due to lower average headcount and management's cost-savings initiatives. Contract and professional services expenses decreased primarily due to decreased professional services costs incurred for accounting and auditing services and a decrease in outside contractors. Legal expenses decreased during the three months ended September 30, 2009, primarily due to decreases in outside counsel fees and litigation expenses.

We expect general and administrative expense to decrease slightly as a percentage of revenues in fiscal 2010, primarily due to reduction in shared services expenses, resulting from our substantial completion of planned divestitures.

Restructuring, impairments and other charges

A comparison of restructuring, impairments and other charges is presented below:

	Three Months Ended September 30, 2009	Three Months Ended September 30, 2008	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008
	(In thousands)			
Restructuring charges for continuing operations	$ 744	$ 5,895	$ 5,927	$ 28,210
Impairments for continuing operations	9,684	—	9,684	—
Other charges for continuing operations	—	14	62	79,083
Total restructuring, impairments and other charges for continuing operations	10,428	5,909	15,673	107,293
Restructuring charges for discontinued operations	2,046	7,058	4,959	30,422
Impairments for discontinued operations	—	—	—	45,793
Total restructuring charges and impairments for discontinued operations	2,046	7,058	4,959	76,215
Total consolidated restructuring, impairments and other charges	$12,474	$12,967	$20,632	$ 183,508

Restructuring Charges

As part of our divestiture strategy, we initiated a restructuring plan in the first quarter of 2008 ("2008 Restructuring Plan") which includes workforce reductions, abandonment of excess facilities and other exit costs. The restructuring charges in the table above are substantially related to the 2008 Restructuring Plan. Through September 30, 2009, we recorded $80.5 million in restructuring charges, inclusive of amounts for discontinued operations, under our 2008 Restructuring Plan.

The following table presents the nature of the restructuring charges:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Continuing operations:				
Workforce reduction—severance and benefits	$ 467	$ 1,408	$ 3,598	$17,161
Workforce reduction—stock-based compensation	138	3,762	936	8,324
Total workforce reduction	605	5,170	4,534	25,485
Excess facilities	139	979	1,393	1,267
Other exit costs	—	(254)	—	1,458
Total restructuring charges for continuing operations	$ 744	$ 5,895	$ 5,927	$28,210
Discontinued operations:				
Workforce reduction—severance and benefits	$ 1,585	$ 3,621	$ 3,768	$22,705
Workforce reduction—stock-based compensation	458	3,437	1,049	7,717
Total workforce reduction	2,043	7,058	4,817	30,422
Excess facilities	3	—	142	—
Other exit costs	—	—	—	—
Total restructuring charges for discontinued operations	$ 2,046	$ 7,058	$ 4,959	$30,422
Consolidated:				
Workforce reduction—severance and benefits	$ 2,052	$ 5,029	$ 7,366	$39,866
Workforce reduction—stock based compensation	596	7,199	1,985	16,041
Total workforce reduction	2,648	12,228	9,351	55,907
Excess facilities	142	979	1,535	1,267
Other exit costs	—	(254)	—	1,458
Total consolidated restructuring charges	$ 2,790	$ 12,953	$10,886	$58,632

As part of the 2008 Restructuring Plan, we anticipate recording additional charges related to our workforce reduction, excess facilities and other exit costs through 2009. While the estimate of these charges is not yet finalized, the total amount and timing of these charges will depend upon the nature, timing, and extent of these future actions.

Impairments and Other Charges

During the three and nine months ended September 30, 2009, we recorded an impairment charge of $9.7 million related to our *.name* generic top-level domain ("gTLD") intangible asset. See Note 5, "Goodwill and Other Intangible Assets" of the Notes to Condensed Consolidated Financial Statements for further information.

During the nine months ended September 30, 2008, we recorded a goodwill impairment charge of $45.8 million in discontinued operations related to our divested Post-Pay business.

During the nine months ended September 30, 2008, we recorded a loss of $79.1 million in continuing operations as a result of the sale of certain Mountain View facilities. The sale of the Mountain View facilities was consummated as a result of our 2008 Restructuring Plan to divest or wind down our non-core businesses.

Other loss, net

Other loss, net, consists primarily of interest earned on our cash, cash equivalents, and investments, interest expense related to our borrowings, net gains or losses on the sale and impairment of investments, net gains or

losses on the divestiture of certain businesses, realized and unrealized gains and losses on the contingent interest derivative on the Convertible Debentures, income from transition services agreements, and the net effect of foreign currency gains and losses. The net effect of foreign currency gains and losses is included in Other, net, in the table below.

A comparison of other loss, net, is presented below:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Interest income	$ 791	$ 3,981	$ 3,359	$ 15,004
Interest expense	(11,867)	(11,045)	(35,477)	(32,790)
Net gain (loss) on sale and impairment of investments	5	(6,829)	(41)	(6,571)
Net gain on divestiture of businesses	—	—	909	1,564
Unrealized gain (loss) on contingent interest derivative on convertible debentures	750	(420)	1,799	1,664
Income from transition services agreements	1,230	1,224	3,069	2,590
Other, net	422	(361)	3,154	(3,769)
Total other loss, net	$ (8,669)	$ (13,450)	$ (23,228)	$ (22,308)

Other loss, net, decreased during the three months ended September 30, 2009, as compared to the same period last year. During the third quarter of 2008, we recorded a charge of $8.2 million for an other-than-temporary impairment of funds held by the Primary Fund and the International Fund as a result of management's assessment of our investment portfolio with consideration to the economic market conditions at the time.

Other loss, net, decreased during the nine months ended September 30, 2009, as compared to the same period last year, primarily due to a decrease in interest income that resulted from lower average interest rates, partially offset by a gain recorded upon termination of the acquisition agreement entered into with Certicom during the first quarter.

Income taxes

During the three and nine months ended September 30, 2009, we recorded income tax expense for continuing operations of $18.1 million and $71.2 million, respectively. During the three and nine months ended September 30, 2008, we recorded income tax expense for continuing operations of $8.9 million and $7.5 million, respectively. The increase in income tax expense during the three and nine months ended September 30, 2009, compared to the three and nine months ended September 30, 2008, was primarily attributable to the increase in income from continuing operations before income taxes. On February 20, 2009, the State of California enacted changes in tax laws that are expected to have a beneficial impact on our effective tax rate beginning in 2011. As a result, we revalued certain state deferred tax assets and liabilities that are expected to reverse after the effective date of the change, and recognized a discrete income tax benefit adjustment of $4.1 million during the nine months ended September 30, 2009.

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Discontinued operations, net of tax

As of September 30, 2009, businesses classified as held for sale and presented as discontinued operations included the following: GSC, MMM Services, MDG Services and CPS. Businesses that have been divested and whose results of operations are reflected as discontinued operations for all periods presented, include the following: Communications Services, Communications Consulting, Digital Brand Management Services, EMEA Mobile Media, International Clearing, MSS, Post-Pay, RTP Services and Self-Care and Analytics.

The following table presents the revenues and the components from discontinued operations, net of tax:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(In thousands)			
Revenues	$40,544	$ 141,883	$212,981	$ 448,979
(Loss) income before income taxes	$ (5,707)	$ 10,348	$ 27,930	$ (40,589)
Income tax (benefit) expense	(6,937)	16,583	6,346	7,659
Gain (loss) from discontinued operations	1,230	(6,235)	21,584	(48,248)
Gain (loss) on sale of discontinued operations and estimated (losses) reversals on assets held for sale, before income taxes	17,028	(236,738)	43,099	(276,539)
Income tax expense (benefit)	12,009	(360)	48,340	(3,324)
Gain (loss) on sale of discontinued operations	5,019	(236,378)	(5,241)	(273,215)
Total income (loss) from discontinued operations, net of tax	$ 6,249	$(242,613)	$ 16,343	$(321,463)

During the three months ended September 30, 2009, we recorded net gains on disposal, and net reversals of estimated losses on disposal of $5.0 million which are included in discontinued operations. During the nine months ended September 30, 2009, we recorded net losses on disposal, and net reversals of estimated losses on disposal of $5.2 million which are included in discontinued operations. During the three and nine months ended September 30, 2008, we recorded net losses on disposals, and estimated losses on disposal, of $236.4 million and $273.2 million, respectively, which are included in discontinued operations. Net gains on disposal are recorded on the date the sale of the disposal group is consummated. Full or partial reversals of previously reported estimated losses on disposal are recorded upon changes in the fair values and/or carrying values of the disposal groups. See Note 3, “Assets Held for Sale and Discontinued Operations,” of our Notes to Condensed Consolidated Financial Statements for further information on our discontinued operations.

The continued execution of our divestiture plan is subject to the availability of financing, identification of buyers, and general market conditions, including further developments in the current economic environment and potential continued deterioration of the credit markets.

Liquidity and Capital Resources

	September 30, 2009	December 31, 2008
	(In thousands)	
Cash and cash equivalents	$ 1,432,306	$ 789,068

As of September 30, 2009, our principal source of liquidity was $1.4 billion of cash and cash equivalents.

During the nine months ended September 30, 2009, we received $282.2 million in cash upon divestiture of businesses, net of $3.8 million of cash contributed.

During the nine months ended September 30, 2009, we received distributions of $13.9 million and $104.0 million from the Primary Fund and the International Fund, respectively.

During the nine months ended September 30, 2009, we repurchased approximately 2.0 million shares of our common stock at an average stock price of $22.23 for an aggregate of $45.0 million under the 2008 Share Buyback Program.

In summary, our cash flows were as follows:

	Nine Months Ended September 30,	
	2009	2008
	(In thousands)	
Net cash provided by operating activities	$222,042	$ 363,040
Net cash provided by (used in) investing activities	330,712	(190,582)
Net cash provided by (used in) financing activities	81,694	(1,149,739)
Effect of exchange rate changes on cash and cash equivalents	8,790	4,084
Net increase (decrease) in cash and cash equivalents	$643,238	$ (973,197)

Cash flows from operating activities

Our largest source of operating cash flows is cash collections from our customers. Our primary uses of cash from operating activities are for personnel related expenditures, and other general operating expenses, as well as payments related to taxes and facilities.

Net cash provided by operating activities decreased during the nine months ended September 30, 2009, compared to the same period last year, due to a decrease in cash received from customers resulting from a decrease in consolidated revenues, inclusive of revenues from discontinued operations, coupled with the timing of receipts from customers. The decrease in cash receipts was partially offset by a decrease in cash payments to suppliers and employees primarily resulting from lower average headcount during the nine months ended September 30, 2009.

The estimated reduction of income tax payable resulting from the use of stock option tax deductions, of $100.6 million and $7.1 million for the nine months ended September 30, 2009 and September 30, 2008, respectively, were reclassified to cash flows from financing activities.

Cash flows from investing activities

The changes in cash flows from investing activities primarily relate to the divestiture of businesses; timing of purchases, maturities and sales of investments; and purchases of property and equipment.

Net cash provided by investing activities increased during the nine months ended September 30, 2009, compared to the same period last year, primarily due to an increase in proceeds received upon divestiture of businesses, distributions received from the Primary Fund and the International Fund and a decrease in cash paid for purchases of property and equipment. During the nine months ended September 30, 2008, we reclassified certain cash and cash equivalents to short-term investment and invested an additional amount in unconsolidated entities, which was sold during the three months ended December 31, 2008. Cash paid for investing activities during the nine months ended September 30, 2008, was partially offset by cash received from the trust established for our director's and officer's liability self-insurance coverage that was terminated during the three

months ended September 30, 2008 and cash received from the sale of certain property and equipment in our Mountain View, California location.

Cash flows from financing activities

The changes in cash flows from financing activities primarily relate to borrowings and payments under debt obligations, stock repurchase activities, stock option exercise activities and excess tax benefits.

Net cash provided by financing activities increased during the nine months ended September 30, 2009, compared to the same period last year, primarily due to an increase in excess tax benefits on stock-based compensation and a decrease in stock repurchases, partially offset by a decrease in proceeds received from issuance of common stock from stock option exercises and employee stock purchase plans.

Other Liquidity and Capital Resources Information

Our credit facility is available for cash borrowings up to a maximum of $500.0 million and for the issuance of letters of credit up to a maximum limit of $50.0 million. As of September 30, 2009, we had no outstanding borrowings under our credit facility and we had utilized $1.7 million for outstanding letters of credit.

Future operating lease payments include payments related to leases on excess facilities included in restructuring. If sublease rates decrease in these markets where these excess facilities are located, or if it takes longer than expected to sublease these facilities, the actual lease expense relating to our excess facilities under our restructuring plans could exceed this estimate by an additional $2.7 million over the next seven years. Cash payments totaling $8.3 million related to the abandonment of excess facilities under our restructuring plans will be paid over the next eight years. See Note 4, “Restructuring, Impairments and Other Charges,” of our Notes to Condensed Consolidated Financial Statements.

We believe existing cash and cash equivalents, together with funds generated from operations should be sufficient to meet our working capital, capital expenditure requirements and to service our debt for the next 12 months. We regularly assess our cash management approach and activities in view of our current and potential future needs.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no significant changes in our market risk exposures during the three and nine months ended September 30, 2009.

ITEM 4. CONTROLS AND PROCEDURES

Based on our management’s evaluation, with the participation of our Chief Executive Officer (our principal executive officer) and our Chief Financial Officer (our principal financial officer), as of the end of the period covered by this Quarterly Report on Form 10-Q, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended September 30, 2009, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Inherent Limitations of Disclosure Controls and Internal Control over Financial Reporting

Because of its inherent limitations, our internal control over financial reporting may not prevent material errors or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. The continued effectiveness of our internal control over financial reporting is subject to risks, including that the control may become inadequate because of changes in conditions or that the degree of compliance with our policies or procedures may deteriorate.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information set forth under "Legal Proceedings" in Note 14, "Contingencies," of our Notes to Condensed Consolidated Financial Statements in Part I, Item 1, of this Quarterly Report on Form 10-Q is incorporated herein by reference.

ITEM 1A. RISK FACTORS

In addition to other information in this Quarterly Report on Form 10-Q, the following risk factors should be carefully considered in evaluating us and our business because these factors currently have a significant impact or may have a significant impact on our business, operating results or financial condition. Actual results could differ materially from those projected in the forward-looking statements contained in this Quarterly Report on Form 10-Q as a result of the risk factors discussed below and elsewhere in this Quarterly Report on Form 10-Q and in other filings we make with the Securities and Exchange Commission ("SEC").

Risks relating to our business

Our operating results may fluctuate and our future revenues and profitability are uncertain.

Our operating results have varied in the past and may fluctuate significantly in the future as a result of a variety of factors, many of which are outside our control. These factors include the following:

- the uncertainties, costs and risks related to our proposed divestiture plan, including any income statement charges we incur in connection therewith and any further delays we may encounter;
- the current global economic environment as well as its impact on e-commerce, financial services, and the telecommunications and Internet industries;
- the long sales and implementation cycles for, and potentially large order sizes of, some of our security services and the timing and execution of individual customer contracts;
- volume of new domain name registrations and customer renewals in our Naming Services business;
- changes in the payment structures of on-line advertising network providers and compensation levels, as well as policies proposed and implemented by ICANN, which could impact the number of domain name registrations;
- the mix of all our services sold during a period;
- seasonal fluctuations in business activity;
- our success in marketing and market acceptance of our services by our existing customers and by new customers;
- changes in marketing expenses related to promoting and distributing our services;
- customer renewal rates and turnover of customers of our services;
- potential attacks by hackers, which could threaten the perceived reliability of our products and services;
- continued development of our direct and indirect distribution channels for our products and services, both in the U.S. and abroad;
- changes in the level of spending for information technology-related products and services by enterprise customers;
- the impact of price changes in our products and services or our competitors' products and services; and

- the impact of decisions by channel partners and resellers to offer competing products or modify their marketing practices.

Our operating expenses may increase. If an increase in our expenses is not accompanied by a corresponding increase in our revenues, our operating results will suffer, particularly as revenues from some of our services are recognized ratably over the term of the service, rather than immediately when the customer pays for them, unlike our sales and marketing expenditures, which are expensed in full when incurred.

Due to all of the above factors, our revenues and operating results are difficult to forecast. Therefore, we believe that period-to-period comparisons of our operating results will not necessarily be meaningful, and you should not rely upon them as an indication of future performance. Also, operating results may fall below our expectations and the expectations of securities analysts or investors in one or more future periods. If this were to occur, the market price of our common stock would likely decline.

Our operating results may continue to be adversely affected by the current economic downturn, unfavorable market and economic conditions.

The current global economic downturn may continue to have a negative impact on demand for our services and our ability to conduct our business. As the economic downturn continues these conditions may have also negatively impacted our foreign operations. The economic downturn has or may negatively impact, among other things:

- current and future demand for our services, including decreases as a result of reduced spending on information technology and communications by our customers;
- our liquidity;
- our ability to service our debt, to obtain financing or assume new debt obligations;
- our ability to execute on any stock repurchase plans;
- the price of our common stock;
- the ability of our suppliers to continue to fill our orders;
- our customers' continued growth and development of their businesses;
- our ability to obtain payment for outstanding debts owed to us by our customers or other parties with whom we do business; and
- price competition for our products and services.

In addition, to the extent that the economic downturn impacts specific industry and geographic sectors in which many of our customers are concentrated, that may further negatively impact our business. If the economic and market conditions in the U.S. and globally do not improve, or if they further deteriorate, we may experience material adverse impacts on our business, operating results and financial position as a consequence of the above factors or otherwise.

Our diversified business structure may result in significant fluctuations of our financial results.

The successful operation of our business depends on numerous factors, many of which are not entirely under our control, including, but not limited to, the following:

- the use of the Internet and other Internet Protocol ("IP") networks for e-commerce and communications;

- the extent to which digital certificates and domain names are used for e-commerce or telecommunications;
- growth in demand for our services;
- the competition for any of our services;
- the perceived security of e-commerce and telecommunications over the Internet and other IP networks;
- the perceived security of our services, technology, infrastructure and practices;
- the loss of customers through industry consolidation or customer decisions to deploy in-house or competitor technology and services;
- our continued ability to maintain our current, and enter into additional, strategic relationships;
- our ability to successfully market our services to new and existing customers;
- our success in attracting, integrating, training, retaining and motivating qualified personnel;
- our response to competitive developments;
- the successful introduction of new products and services;
- seasonal fluctuations in business activity; and
- the successful introduction of enhancements to our services to address new technologies and standards and changing market conditions.

Our international operations subject our business to additional economic risks that could have an adverse impact on our revenues and business.

As of September 30, 2009, we had 886 or 34% of our employees outside the U.S. Expansion into international markets has required and will continue to require significant management attention and resources. We may also need to tailor some of our services for a particular market and to enter into international distribution and operating relationships. We have limited experience in localizing our services and in developing international distribution or operating relationships. We may not succeed in expanding our services into international markets. Failure to do so could harm our business. Moreover, local laws and customs in many countries differ significantly from those in the U.S. In many foreign countries, particularly in those with developing economies, it is common for others to engage in business practices that are prohibited by our internal policies and procedures or U.S. law or regulations applicable to us. There can be no assurance that all of our employees, contractors and agents will not take actions in violation of such policies, procedures, laws and/or regulations. Violations of laws, regulations or key control policies by our employees, contractors or agents could result in financial reporting problems, fines, penalties, or prohibition on the importation or exportation of our products and could have a material adverse effect on our business. In addition, we face risks inherent in doing business on an international basis, including, among others:

- competition with foreign companies or other domestic companies entering the foreign markets in which we operate;
- differing and uncertain regulatory requirements;
- legal uncertainty regarding liability, enforcing our contracts and compliance with foreign laws;
- export and import restrictions on cryptographic technology and products incorporating that technology;
- tariffs and other trade barriers and restrictions;
- difficulties in staffing and managing foreign operations;
- longer sales and payment cycles;

- problems in collecting accounts receivable;
- currency fluctuations, as our international revenues are not always denominated in U.S. dollars; and some of our costs are denominated in foreign currencies;
- difficulty in repatriating profits to the U.S.;
- potential problems associated with adapting our services to technical conditions existing in different countries;
- the necessity of developing foreign language portals and products for our services;
- difficulty of authenticating customer information for digital certificates and other purposes;
- political instability;
- failure of foreign laws to protect our U.S. proprietary rights adequately;
- more stringent privacy policies in some foreign countries;
- additional vulnerability from terrorist groups targeting U.S. interests abroad;
- seasonal reductions in business activity; and
- potentially adverse tax consequences.

We are exposed to risks faced by financial institutions.

We have entered into hedging transactions with counterparties in the financial services industry which have been adversely impacted by the current economic environment. Defaults by, and even rumors or questions about the solvency of, certain financial institutions and the financial services industry generally have led to market-wide liquidity problems and could lead to losses or defaults by other institutions. The hedging transactions we have entered into expose us to credit risk in the event of default by one of our counterparties. Despite the risk control measures we have in place, a default by one of our counterparties, or liquidity problems in the financial services industry in general, could have a material adverse effect on our business, financial condition and results of operations.

Governmental regulation and the application of existing laws may slow business growth, increase our costs of doing business and create potential liability.

Application of new and existing laws and regulations to the Internet and wireless communications industry can be unclear. The costs of complying or failing to comply with these laws and regulations could limit our ability to operate in our current markets, expose us to compliance costs and substantial liability and result in costly and time-consuming litigation.

Foreign, federal or state laws could have an adverse impact on our business. For example, laws designed to restrict the on-line distribution of certain materials deemed harmful to children, on-line gambling, cybersecurity and cyber squatting may impose significant additional costs on our business or subject us to additional liabilities.

Due to the nature of the Internet, it is possible that the governments of other states and foreign countries might attempt to regulate Internet transmissions or prosecute us for violations of their laws. We might unintentionally violate such laws, such laws may be modified and new laws may be enacted in the future. Any such developments could increase the costs of regulatory compliance for us, force us to change our business practices or otherwise materially harm our business.

While we believe we currently have effective internal control over financial reporting, we may identify a material weakness in our internal controls over financial reporting that could cause investors to lose confidence in the reliability of our financial statements and result in a decrease in the value of our securities.

We will continue to evaluate, upgrade and enhance our internal controls. Because of inherent limitations, our internal control over financial reporting may not prevent or detect misstatements, errors or omissions,

including those caused by human error, the circumvention of overriding controls, the violation of company policies or practices (whether negligent or willful) or fraud, and any projections of any evaluation of effectiveness of internal controls to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with our policies or procedures may deteriorate. We cannot be certain in future periods that other control deficiencies that may constitute one or more significant deficiencies or material weaknesses in our internal control over financial reporting will not be identified. If we fail to maintain the adequacy of our internal controls, including any failure to implement or difficulty in implementing required new or improved controls, our business and results of operations could be harmed, the results of operations we report could be subject to adjustments, we could fail to be able to provide reasonable assurance as to our financial results or the effectiveness of our internal controls or meet our reporting obligations and there could be a material adverse effect on our business.

We have expended significant resources in connection with our efforts to comply with the requirements of the Sarbanes-Oxley Act. In future periods, we will likely continue to expend substantial amounts in connection with these compliance efforts and with ongoing evaluation of, and improvements and enhancements to, our internal control over financial reporting. These expenditures may make it difficult for us to control or reduce the growth of our general and administrative and other expenses, which could adversely affect our results of operations.

Issues arising from our agreements with ICANN and the DOC could harm our registry business.

The U.S. Department of Commerce ("DOC") has adopted a plan for the phased transition of its responsibilities for the domain name system ("DNS") to ICANN. As part of this transition, we have entered into agreements with ICANN and the DOC as the exclusive registry of domain names within the *.com* and *.net* gTLDs and with ICANN with respect to being the exclusive registry for the *.name* gTLD.

We face risks arising from our agreements with ICANN and the DOC and from the planned transition of the DOC's responsibilities for the DNS to ICANN, including the following:

- ICANN could adopt or promote policies, procedures or programs that are unfavorable to us as the registry operator of the *.com*, *.net* and *..name* gTLDs, that are inconsistent with our current or future plans, or that affect our competitive position;
- the DOC could terminate its agreement with ICANN, in which case there would no longer be DOC oversight of ICANN;
- one or more of the Registry Agreements may not renew when they expire in 2011 (*.net*) and 2012 (*.com* and *.name*), which in the case of *.com* or *.net*, could have a material adverse effect on our business;
- ICANN's relationship with the DOC could terminate and another entity could exercise oversight of ICANN;
- the U.S. Government could refuse to transfer certain responsibilities for DNS administration to ICANN due to security, stability or other reasons, which could result in fragmentation or other instability in DNS administration;
- under certain circumstances, ICANN could terminate one or more of our agreements to be the registry for the *.com*, *.net* or *.name* gTLDs and the DOC could refuse to grant its approval to the renewal of the *.com* Registry Agreement, in which case terminations of the *.com* or *.net* Registry Agreements could have a material adverse impact on our business;
- the DOC's or ICANN's interpretation of provisions of our agreements with either of them could differ from ours; and
- our registry business could face legal or other challenges resulting from our activities or the activities of registrars and registrants.

Challenges to ongoing privatization of Internet administration could harm our Naming Services business.

Risks we face from challenges by third parties, including governmental authorities in the U.S. and other countries, to our role in the ongoing privatization of the Internet include:

- legal, regulatory or other challenges could be brought, including challenges to the agreements governing our relationship with the DOC or ICANN, or to the legal authority underlying the roles and actions of the DOC, ICANN or us;
- the U.S. Congress could take action that is unfavorable to us;
- ICANN could fail to maintain its role, potentially resulting in instability in DNS administration; and
- some governments and governmental authorities outside the U.S. have in the past disagreed, and may in the future disagree, with the actions, policies or programs of ICANN, the U.S. Government and us relating to the DNS. Effective October 1, 2009, ICANN and the DOC entered into a new agreement known as the Affirmation of Commitments which contemplates a greater involvement by foreign governments and governmental authorities in the oversight of ICANN. These foreign governments or governmental authorities may take actions or adopt policies or programs that are harmful to our business.

As a result of these and other risks, it may be difficult for us to introduce new services in our domain name registry business and we could also be subject to additional restrictions, which may not also apply to our competitors, on how this business is conducted.

We may encounter difficulties renewing irrevocable letters of credit provided by customers of our Naming Services business as security for payment of registration fees if we are forced to draw down on such letters of credit to collect payment.

With respect to our Naming Services business, some registrars who register domain names on behalf of their customers utilize irrevocable letters of credit to secure payment for the registration of domain names. In the event that we are unable to obtain payment for the registration of these domain names, we may draw down on the letter of credit. In some cases, withdrawals may be made until we utilize the full amount of the letter of credit, at which point the registrar's ability to process new billable transactions and their agreement may be terminated. If registrars are unwilling or unable to provide new letters of credit once we have drawn down the full amount, we may need to reevaluate our approach for security for payment of registration fees.

We rely on third parties who maintain and control root zone servers and route Internet communications.

We currently administer and operate only two of the thirteen root zone servers. The others are administered and operated by independent operators on a non-regulated basis. Root zone servers are name servers that contain authoritative data for the very top of the DNS hierarchy. These servers have the software and data needed to locate name servers that contain authoritative data for the top-level domains. Because of the importance to the functioning of the Internet of these root zone servers, our Naming Services business could be harmed if these independent operators fail to maintain these servers properly or abandon these servers, which would place additional capacity demands on the two root zone servers we operate.

Further, our Naming Services business could be harmed if any of these volunteer operators fails to include or provide accessibility to the data that it maintains in the root zone servers that it controls. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root zone server system, as provided in our registry agreement with ICANN, it is required to ensure that the authoritative root will point to the top-level domain zone servers designated by us. If ICANN does not do this, our business could be harmed.

Changes in customer behavior, either as a result of evolving technologies or user practices, may impact the demand for domain names.

Currently, Internet users navigate to a website either by directly typing in its domain name or through the use of a search engine. If browser or search technologies were to change significantly or if user behavior were to shift away from direct navigation, the demand for domain names could decrease.

Changes in the level of spending on on-line advertising and/or the way that on-line and pay-per-click advertisers compensate owners of websites could impact the demand for domain names.

Some domain name registrars and registrants seek to generate revenue through advertising on their websites; changes in the way these registrars and registrants are compensated (including changes in methodologies and metrics) by advertisers and advertisement placement networks, such as Google and Yahoo!, could adversely affect the market for those domain names favored by such registrars and registrants resulting in a decrease in demand and/or the renewal rate for those domain names. As a result of the general economic downturn, spending on on-line advertising and marketing may not increase or may be reduced, which in turn may result in a further decline in the demand for those domain names.

Services offered by our 3IS segment rely on the continued integrity of public key cryptography technology and various hashing algorithms that may be compromised or proven obsolete over time.

Services offered by our 3IS segment depend on public key cryptography technology. With public key cryptography technology, a user possesses a public key and a private key, both of which are required to perform encryption and decryption operations. The security afforded by this technology depends on the integrity of a user's private key and ensuring that it is not lost, stolen or otherwise compromised. The integrity of private keys also depends in part on the application of specific mathematical principles known as "factoring." This integrity is predicated on the assumption that the factoring of large numbers into their prime number components is difficult. Should an easy factoring method or other method be developed which make currently used asymmetric key sizes such as 1024, 2048 and 4096 bits inadequate, the security of encryption products utilizing public key cryptography technology may require significant modifications or would be reduced or eliminated. Furthermore, any significant advance in techniques for attacking cryptographic systems could also render some or all of our existing PKI services obsolete or unmarketable. Likewise, hashing algorithms, such as SHA1 or SHA2, are also utilized in public key cryptography technology and as new methods of attacking these algorithms are created, it could render our PKI services obsolete or unmarketable. If improved techniques for attacking cryptographic systems were ever developed that make attacks practical, we would likely have to reissue digital certificates to some or all of our customers, which could damage our reputation and brand or otherwise harm our business. In the past there have been public announcements of the successful attack upon cryptographic keys of certain kinds and lengths and of the potential misappropriation of private keys and other activation data. This type of publicity could also hurt the public perception as to the safety of the public key cryptography technology included in our digital certificates. This negative public perception could harm our business.

Undetected or unknown defects in our services could harm our business and future operating results.

Services as complex as those we offer or develop frequently contain undetected defects or errors. Despite testing, defects or errors may occur in our existing or new services, which could result in compromised customer data, loss of or delay in revenues, loss of market share, failure to achieve market acceptance, diversion of development resources, injury to our reputation, tort or warranty claims, increased insurance costs or increased service and warranty costs, any of which could harm our business. The performance of our services could have unforeseen or unknown adverse effects on the networks over which they are delivered as well as on third-party applications and services that utilize our services, which could result in legal claims against us, harming our business. Furthermore, we often provide implementation, customization, consulting and other technical services in connection with the implementation and ongoing maintenance of our services, which typically involves

working with sophisticated software, computing and communications systems. Our failure or inability to meet customer expectations in a timely manner could also result in loss of or delay in revenues, loss of market share, failure to achieve market acceptance, injury to our reputation and increased costs.

If we encounter system interruptions, we could be exposed to liability and our reputation and business could suffer.

We depend on the uninterrupted operation of our various systems, secure data centers and other computer and communication networks. Our systems and operations are vulnerable to damage or interruption from:

- power loss, transmission cable cuts and other telecommunications failures;
- damage or interruption caused by fire, earthquake, and other natural disasters;
- attack by hackers;
- computer viruses or software defects; and
- physical or electronic break-ins, sabotage, intentional acts of vandalism, terrorist attacks and other events beyond our control.

Most of our systems are located at, and most of our customer information is stored in, our facilities in Mountain View, California and Kawasaki, Japan (both of which are susceptible to earthquakes); Providence, Rhode Island; Dulles, Virginia; Melbourne, Australia; London, England; Berlin, Germany; and Fribourg, Switzerland. Any damage or failure that causes interruptions in any of these facilities or our other computer and communications systems could materially harm our business. Although we carry insurance for property damage and business interruption, we do not carry insurance or financial reserves for interruptions or potential losses arising from earthquakes or terrorism.

In addition, our ability to issue SSL certificates, our domain name registry services and certain of our services depend on the efficient operation of the Internet connections from customers to our secure data centers and from our customers to the shared registration system. These connections depend upon the efficient operation of Internet service providers and Internet backbone service providers, all of which have had periodic operational problems or experienced outages in the past.

A failure in the operation of our domain name zone servers, the domain name root zone servers, or other events could result in the deletion of one or more domain names from the Internet for a period of time. A failure in the operation of our shared registration system could result in the inability of one or more other registrars to register and maintain domain names for a period of time. A failure in the operation or update of the master database that we maintain could result in the deletion of one or more top-level domains from the Internet and the discontinuation of second-level domain names in those top-level domains for a period of time. Any of these problems or outages could decrease customer satisfaction, harming our business or resulting in adverse publicity that could adversely affect the market's perception of the security of e-commerce and communications over IP networks as well as of the security or reliability of our services.

If we experience security breaches, we could be exposed to liability and our reputation and business could suffer.

We retain certain confidential customer information in our secure data centers and various registration systems. It is critical to our business strategy that our facilities and infrastructure remain secure and are perceived by the marketplace to be secure. Our domain name registry operations also depend on our ability to maintain our computer and telecommunications equipment in effective working order and to reasonably protect our systems against interruption, and potentially depend on protection by other registrars in the shared registration system. The root zone servers and top-level domain name zone servers that we operate are critical hardware to our

registry services operations. Therefore, we may have to expend significant time and money to maintain or increase the security of our facilities and infrastructure. Despite our security measures, our infrastructure may be vulnerable to physical break-ins, computer viruses, attacks by hackers or similar disruptive problems. It is possible that we may have to expend additional financial and other resources to address such problems. Any physical or electronic break-in or other security breach or compromise of the information stored at our secure data centers and domain name registration systems may jeopardize the security of information stored on our premises or in the computer systems and networks of our customers. In such an event, we could face significant liability, customers could be reluctant to use our services and we could be at risk for loss of various security and standards based compliance certifications needed for certain of our businesses. Such an occurrence could also result in adverse publicity and therefore adversely affect the market's perception of the security of e-commerce and communications over IP networks as well as of the security or reliability of our services.

We rely on our intellectual property, and any failure by us to protect, or any misappropriation of, our intellectual property could harm our business.

Our success depends in part on our internally developed technologies and intellectual property. Despite our precautions, it may be possible for a third party to copy or otherwise obtain and use our trade secrets or other forms of our intellectual property without authorization. Furthermore, the laws of foreign countries may not protect our proprietary rights in those countries to the same extent U.S. law protects these rights in the U.S. In addition, it is possible that others may independently develop substantially equivalent intellectual property. If we do not effectively protect our intellectual property, our business could suffer. Additionally, we have filed patent applications with respect to certain of our technology in the U.S. Patent and Trademark Office and patent offices outside the U.S. Patents may not be awarded with respect to these applications and even if such patents are awarded, such patents may not provide us with sufficient protection of our intellectual property. In the future, we may have to resort to litigation to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others. This type of litigation, regardless of its outcome, could result in substantial costs and diversion of management attention and technical resources.

We also license third-party technology that is used in our products and services to perform key functions. These third-party technology licenses may not continue to be available to us on commercially reasonable terms or at all. Our business would suffer if we lost the rights to use certain of these technologies. Additionally, another party could claim that the licensed software infringes a patent or other proprietary right. Litigation between the licensor and a third-party or between us and a third-party could lead to royalty obligations for which we are not indemnified or for which indemnification is insufficient, or we may not be able to obtain any additional license on commercially reasonable terms or at all. The loss of or our inability to obtain or maintain, any of these technology licenses could harm our business.

We rely on the strength of our VeriSign brand to differentiate ourselves in the marketing of our products, particularly with respect to our SSL certificates. Dilution of our brand could harm our business.

We could become subject to claims of infringement of intellectual property of others, which could be costly to defend and could harm our business.

Claims relating to infringement of intellectual property of others or other similar claims have been made against us in the past and could be made against us in the future. It is possible that we could become subject to additional claims for infringement of the intellectual property of third parties. Any claims, with or without merit, could be time consuming, result in costly litigation and diversion of technical and management personnel attention, cause delays or require us to develop non-infringing technology or enter into royalty or licensing agreements. Royalty or licensing agreements, if required, may not be available on acceptable terms or at all. If a successful claim of infringement were made against us, we could be required to pay damages or have portions of our business enjoined. If we could not develop non-infringing technology or license the infringed or similar technology on a timely and cost-effective basis, our business could be harmed.

In addition, legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights in Internet-related businesses are uncertain and still evolving. Because of the growth of the Internet and Internet-related businesses, patent applications are continuously being filed in connection with Internet-related technology. There is a significant number of U.S. and foreign patents and patent applications in our areas of interest, and we believe that there has been, and is likely to continue to be, significant litigation in the industry regarding patent and other intellectual property rights.

We are involved in a number of investigations, claims and lawsuits against us that may result in adverse outcomes.

In addition to intellectual property litigation and infringement claims, we are involved in a number of investigations, claims and lawsuits. Litigation is inherently unpredictable, and excessive verdicts do occur. Adverse outcomes in some or all of these investigations, claims and lawsuits may result in significant monetary damages or injunctive relief that could adversely affect our ability to conduct our business and may have a material adverse effect on our financial condition and results of operations. Additionally, these investigations, claims and lawsuits may involve significant expense and diversion of management's attention and resources from other matters.

We must establish and maintain strategic, channel and other relationships.

One of our significant business strategies has been to enter into strategic or other similar collaborative relationships in order to reach a larger customer base than we could reach through our direct sales and marketing efforts. We may need to enter into additional relationships to execute our business plan. We may not be able to enter into additional, or maintain our existing, strategic relationships on commercially reasonable terms, and, in addition, our ability to enter into or maintain strategic relationships may be impacted by our divestiture plan. If we fail to enter into additional relationships, we would have to devote substantially more resources to the distribution, sale and marketing of our information and security services than we would otherwise.

Our success in obtaining results from these relationships will depend both on the ultimate success of the other parties to these relationships and on the ability of these parties to market our services successfully.

Furthermore, our ability to achieve future growth also depends on our ability to continue to establish direct seller channels and to develop multiple distribution channels. In addition, any changes by our channel partners to their existing marketing strategies could have a material adverse effect on our business. Failure of one or more of our strategic or channel relationships to result in the development and maintenance of a market for our services could harm our business. If we are unable to maintain our relationships or to enter into additional relationships, this could harm our business.

Under the *.com*, *.net* and *.name* Registry Agreements, we are prohibited from holding a greater than 15% ownership interest in an ICANN accredited registrar. This prohibition on cross-ownership currently applies to all sixteen ICANN gTLDs, but does not apply to Country Code Top Level Domain ("ccTLDs"). ICANN is currently considering whether this or a similar prohibition should continue to apply to some or all gTLD registries. If other gTLD registries were allowed to acquire registrars, access to certain distribution channels could be adversely affected or blocked.

Failure of VeriSign Affiliates to follow our security and trust practices or to maintain the privacy or security of confidential customer information could have an adverse impact on our revenues and business.

We have licensed to VeriSign Affiliates our Processing Center platform, which is designed to replicate our own secure data centers and allows the VeriSign Affiliate to offer back-end processing of PKI services for enterprises in the regions in which the Affiliate operates. The VeriSign Processing Center platform provides a VeriSign Affiliate with the knowledge and technology to offer PKI services similar to those offered by us. It is critical to our business strategy that the facilities and infrastructure used in issuing and marketing digital

certificates remain secure and we are perceived by the marketplace to be secure. Although we provide the VeriSign Affiliate with training in security and trust practices, network management and customer service and support, these practices are performed by the VeriSign Affiliate and are outside of our control. Any failure of a VeriSign Affiliate to maintain the privacy or security of confidential customer information could result in negative publicity and therefore adversely affect the market's perception of the security of our services as well as the security of e-commerce and telecommunication over IP networks generally.

Our VeriSign Identity Protection services depend in part on the acceptance of our services.

The future growth of our VIP services, which form a part of User Authentication Services, depends in part on the commercial success and acceptance, and reliability of our VIP services. Our VIP services will suffer if our target customers do not use our VIP services. Our future financial performance will also depend on the successful development, introduction and customer acceptance of new and enhanced VIP services. We are not certain that our target customers will choose our VIP services or continue to use our VIP services once adopted.

Many of our target markets are evolving, and if these markets fail to develop or if our products and services are not widely accepted in these markets, our business could suffer.

We target our 3IS segment at the market for trusted and secure e-commerce and communications over IP and other networks. Our Naming Services business is developing managed services in emerging markets that involve naming and directory services other than registry and related infrastructure services. Our Authentication Services business is working to expand our portfolio of business and consumer based authentication solutions through the development of new services that build on or complement current offerings. These emerging markets are rapidly evolving, may never gain wide acceptance and may not grow. Even if these markets grow, our services may not be widely accepted. Accordingly, the demand for our services in these markets is very uncertain. The factors that may affect market acceptance of our services in these markets include the following:

- market acceptance of products and services based upon technologies other than those we use;
- public perception of the security of our technologies and of IP and other networks;
- the introduction and consumer acceptance of new generations of mobile handsets;
- the ability of the Internet infrastructure to accommodate increased levels of usage; and
- government regulations affecting e-commerce and telecommunications over IP networks.

If the market for e-commerce and communications over IP and other networks does not grow or these services are not widely accepted in the market, our business would be materially harmed.

We depend on key personnel to manage our business effectively and may not be successful in attracting and retaining such personnel.

We depend on the performance of our senior management team and other key employees. Our success also depends on our ability to attract, integrate, train, retain and motivate these individuals and additional highly skilled technical and sales and marketing personnel, both in the U.S. and abroad.

All of the members of our senior management team and other key employees are at-will employees and we do not maintain key person life insurance for any of our senior management team members or key employees. The loss of the services of any of our senior management team or other key employees, or failure to attract, integrate, train, retain and motivate additional key employees could harm our business.

Compliance with rules and regulations concerning corporate governance is costly and could harm our business.

Ongoing compliance with the corporate governance requirements of the Sarbanes-Oxley Act and the National Association of Securities Dealers Automated Quotation ("NASDAQ") Stock Market has increased the

scope, complexity and cost of our corporate governance, reporting and disclosure practices, and our compliance efforts have required significant management attention. Further, our board members, chief executive officer and chief financial officer face an increased risk of personal liability in connection with the performance of their duties. As a result, we may have difficulty attracting and retaining qualified board members and executive officers, which could harm our business.

We have anti-takeover protections that may discourage, delay or prevent a change in control that could benefit our stockholders.

Our amended and restated Certificate of Incorporation and Bylaws contain provisions that could make it more difficult for a third party to acquire us without the consent of our Board of Directors. These provisions include:

- our stockholders may take action only at a duly called meeting and not by written consent;
- special meetings of our stockholders may be called only by the chief executive officer, the president or our Board of Directors, and cannot be called by our stockholders;
- our board must be given advance notice regarding stockholder-sponsored proposals for consideration at annual meetings and for stockholder nominations for the election of directors;
- vacancies on our Board of Directors can be filled until the next annual meeting of stockholders by majority vote of the members of the Corporate Governance and Nominating Committee or a majority of directors then in office if no such committee exists or a sole remaining director; and
- our Board of Directors has the ability to designate the terms of and issue new series of preferred stock without stockholder approval.

VeriSign has also adopted a stockholder rights plan that may discourage, delay or prevent a change of control or the acquisition of a substantial block of our common stock and may make any future unsolicited acquisition attempt more difficult. Under the rights plan:

- The rights will generally become exercisable if a person or group acquires 20% or more of VeriSign's outstanding common stock (unless such transaction is approved by our Board of Directors) and thus becomes an "acquiring person."
- Each right, when exercisable, will entitle the holder, other than the "acquiring person," to acquire shares of VeriSign's common stock at a 50% discount to the then-prevailing market price.
- As a result, the rights plan will cause substantial dilution to a person or group that becomes an "acquiring person" on terms that our Board of Directors does not believe are in our best interests and those of our stockholders and may discourage, delay or prevent a merger or acquisition that stockholders may consider favorable, including transactions in which stockholders might otherwise receive a premium for their shares.

In addition, Section 203 of the General Corporation Law of Delaware prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder, generally a person which together with its affiliates owns or within the last three years has owned 15% or more of our voting stock, for a period of three years after the date of the transaction in which the person became an interested stockholder, unless in the same transaction the interested stockholder acquired 85% ownership of our voting stock (excluding certain shares) or the business combination is approved in a prescribed manner. Section 203 therefore may impact the ability of an acquirer to complete an acquisition of us after a successful tender offer and accordingly could discourage, delay or prevent an acquirer from making an unsolicited offer without the approval of our Board of Directors.

Changes in, or interpretations of, tax rules and regulations may adversely affect our effective tax rates.

We are subject to income taxes in both the U.S. and numerous foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, as well

as in the execution of our divestitures, there are many transactions and calculations where the ultimate tax determination is uncertain. We are subject to audit by various tax authorities. Although we believe our tax estimates are reasonable, the final determination of tax audits and any related litigation could be materially different than that which is reflected in historical income tax provisions and accruals. Should additional taxes be assessed as a result of an audit or litigation, an adverse effect on our income tax provision and net income in the period or periods for which that determination is made could result.

Risks relating to the competitive environment in which we operate

The business environment is highly competitive and, if we do not compete effectively, we may suffer price reductions, reduced gross margins and loss of market share.

General: Several of our current and potential competitors have longer operating histories and/or significantly greater financial, technical, marketing and other resources than we do and therefore may be able to respond more quickly than we can to new or changing opportunities, technologies, standards and customer requirements. Many of these competitors also have broader and more established distribution channels that may be used to deliver competing products or services directly to customers through bundling or other means. If such competitors were to bundle competing products or services for their customers, the demand for our products and services might be substantially reduced and the ability to distribute our products successfully and the utilization of our services would be substantially diminished.

New technologies and the expansion of existing technologies may increase competitive pressure. We cannot assure you that competing technologies developed by others or the emergence of new industry standards will not adversely affect our competitive position or render our security services or technologies noncompetitive or obsolete. In addition, our markets are characterized by announcements of collaborative relationships involving our competitors. The existence or announcement of any such relationships could adversely affect our ability to attract and retain customers. As a result of the foregoing and other factors, we may not be able to compete effectively with current or future competitors, and competitive pressures that we face could materially harm our business.

Competition in Naming Services: We face competition in the domain name registry space from other gTLD and ccTLD registries that are competing for the business of entities and individuals that are seeking to establish a Web presence, including registries offering services related to the *.info, .org, .mobi, .biz, .pro, .aero, .museum* and *.coop* gTLDs and registries offering services related to ccTLDs. ICANN currently has registry agreements with 14 registries for the operation of 16 gTLDs. In addition, there are over 240 ccTLD registries.

We also face competition from service providers that offer outsourced domain name registration, resolutions and other DNS services to organizations that require a reliable and scalable infrastructure. Among the competitors are UltraDNS, NeuLevel and Afilias.

In addition, to the extent end-users navigate using search engines as opposed to direct navigation, we may face competition from search engine operators such as Google and Yahoo!.

Additional competition to our business may arise from the upcoming introduction of new Internationalized Domain Name TLDs (“IDN TLDs”) and new gTLDs by ICANN. On October 30, 2009, ICANN approved a fast track process for awarding of new IDN TLDs by the first half of 2010. Other new domain extensions (including ones for which we could apply) could become available by the end of 2010. We do not yet know the impact, if any, these new domain extensions may have on our business, but the increase of name availability in the marketplace could introduce new choices for end-users as well as create end-user confusion around brand preference, which could have a material adverse effect on our business. While we may apply for one or more of these new domain extensions, there is no certainty that we will ultimately be successful and even if we are successful in obtaining one or more of these new domain extensions, there is no guarantee that such extensions will be any more successful than the domain name extensions obtained by our competitors.

Competition in Authentication Services: Our Business Authentication Services and User Authentication Services are targeted at the rapidly evolving market for Internet security services, including network security,

authentication and validation, which enable secure e-commerce and telecommunications over wireline and wireless IP networks. Principal competitors generally fall within one of the following categories: (1) companies such as RSA, the security division of EMC, and Entrust Technologies, which offer software applications and related digital certificate products that customers operate themselves; (2) companies such as Digital Signature Trust Company (a subsidiary of IdenTrust Inc.) that primarily offer digital certificate and certification authority-related services; (3) companies focused on providing a bundled offering of products and services; and (4) companies offering competing SSL certificate and other security services, including domain name registrars.

The market for Business Authentication Services and User Authentication Services is intensely competitive, subject to rapid change and significantly affected by new product and service introductions and other market activities of industry participants. We also experience competition from a number of smaller companies, and we believe that our primary long-term competitors may not yet have entered the market. Furthermore, AOL and Microsoft have introduced software products that enable the issuance and management of digital certificates, and we believe that other companies could introduce similar products. If these or other companies introduce new products or services that compete with our Authentication Services, our business could be materially harmed.

In addition, browser companies that embed our interface technologies or otherwise feature them as a provider of digital certificate products and services in their Web browsers or on their websites could also promote products and services of our competitors or charge us substantial fees for promotions in the future.

Competition in Messaging Services: The market for messaging services is extremely competitive. Competitors include companies that deliver various mobile messaging services in a range of domestic and international markets, such as Sybase, Syniverse, Aicent, mBlox, Open Market, Clickatell, and OpenWave. This business also faces competition from mobile network operators such as AT&T, Verizon Wireless, Sprint Nextel Corporation, T-Mobile, Vodafone, and others who may elect to internally develop services that would be competitive to our Messaging Services.

Our inability to react to changes in our industry and successfully introduce new products and services could harm our business.

The Internet and communications network services industries are characterized by rapid technological change and frequent new product and service announcements which require us continually to improve the performance, features and reliability of our services, particularly in response to competitive offerings. In order to remain competitive and retain our market share, we must continually improve our access technology and software, support the latest transmission technologies, and adapt our products and services to changing market conditions and customer preferences. We cannot assure you that we will be able to adapt to these challenges or respond successfully or in a cost effective way to adequately meet them. Our failure to do so would adversely affect our ability to compete and retain customers or market share.

Risks related to our divestiture plan

We continue to be responsible for a portion of our contingent and other corporate liabilities and transition services following the divestiture of certain businesses.

Under the agreements reached with buyers for certain businesses divested under the divestiture plan, we remain liable for certain contingent and corporate liabilities. In addition, we have entered, and may in the future enter, into transition services agreements with buyers in connection with the divestiture of certain businesses. These transition services agreements may be required for a longer period of time than anticipated by management upon the divestiture of the related business, and may be more costly to complete than the buyers are contractually obligated to pay us.

There is a possibility that we will incur costs and expenses associated with the management of contingent and other corporate liabilities related to businesses we have divested or may divest in the future, including requests for indemnification by buyers. These contingent and other corporate liabilities could potentially relate to consolidated securities litigation or other litigation matters, as well as actions brought by third parties as a result

of the divestiture plan. Where responsibility for such liabilities is to be shared with the buyer, it is possible that the buyer or another party may be in default for payments for which they are responsible, obligating us to pay amounts in excess of our agreed-upon share of the assumed obligations.

Following the divestiture of certain businesses, our ability to compete in certain market sectors is restricted.

Under the agreements reached with buyers for certain businesses divested under the divestiture plan, we are restricted from competing, either directly or indirectly, with those businesses or from entering certain market sectors for a defined period of time pursuant to negotiated non-compete arrangements. It is possible that the Company will be subject to similar restrictions with respect to other businesses as they are divested.

Risks related to our securities

We have a considerable number of common shares subject to future issuance.

As of September 30, 2009, we had one billion authorized common shares, of which 192.3 million shares were outstanding. In addition, of our authorized common shares, 29.9 million common shares were reserved for issuance pursuant to outstanding employee stock option and employee stock purchase plans ("Equity Plans"), and 36.4 million shares were reserved for issuance upon conversion of the Convertible Debentures. As a result, we keep substantial amounts of our common stock available for issuance upon exercise or settlement of equity awards outstanding under our Equity Plans and/or the conversion of Convertible Debentures into our common stock. Issuance of all or a large portion of such shares would be dilutive to existing security holders, could adversely affect the prevailing market price of our common stock and could impair our ability to raise additional capital through the sale of equity securities.

Our financial condition and results of operations could be adversely affected if we do not effectively manage our liabilities.

As a result of the sale of the Convertible Debentures, we have a substantial amount of long term debt outstanding. In addition to the Convertible Debentures, we have a Facility with a borrowing capacity of $500.0 million. As of September 30, 2009, we had no outstanding borrowings under the Facility and we had utilized $1.7 million of the $50.0 million limit for outstanding letters of credit. The availability of borrowing capacity under the Facility allows us immediate access to working capital if we identify opportunities for the use of this cash. Our maintenance of substantial levels of debt could adversely affect our flexibility to take advantage of corporate opportunities and could adversely affect our financial condition and results of operations.

We may not have the ability to repurchase the Convertible Debentures in cash upon the occurrence of a fundamental change, or to pay cash upon the conversion of Convertible Debentures, as required by the indenture governing the Convertible Debentures.

Holders of our outstanding Convertible Debentures will have the right to require us to repurchase the Convertible Debentures upon the occurrence of a fundamental change as defined in the Indenture dated as of August 20, 2007 (the "Indenture") between the Company and U.S. Bank National Association, as Trustee. Although we currently intend to settle the principal amount of the Convertible Debentures in cash as required under the Indenture, we may not have sufficient funds to repurchase the Convertible Debentures in cash or have the ability to arrange necessary financing on acceptable terms or at all. In addition, upon conversion of the Convertible Debentures, we will be required to make cash payments to the holders of the Convertible Debentures equal to the lesser of the principal amount of the Convertible Debentures being converted and the conversion value (as defined in the Indenture) of those debentures. Such payments could be significant, and we may not have sufficient funds to make them at such time.

A fundamental change may also constitute an event of default or prepayment under, or result in the acceleration of the maturity of, our then-existing indebtedness. Our ability to repurchase the Convertible Debentures in cash or make any other required payments may be limited by law or the terms of other agreements relating to our indebtedness outstanding at the time. Our failure to repurchase the Convertible Debentures or pay cash in respect of conversions when required would result in an event of default with respect to the Convertible Debentures.

While we currently have the intent and ability to settle the principal in cash, if we conclude that we no longer have the ability, in the future, we will be required to change our accounting policy for earnings per share from the treasury stock method to the if-converted method.

There may be potential new accounting pronouncements or regulatory rulings which may have an impact on our future financial position and results of operations.

New accounting pronouncements could, when adopted, require us to implement different accounting methods which could have a material adverse impact on future or past results of operations, which could in turn materially adversely affect the trading price of our common stock.

Certain other risks

The following risks are primarily related to businesses we expect to divest as part of our divestiture plan. Until our divestiture plan is complete, any one or more of these risks could have a significant impact on our financial condition, results of operations or cash flows. In addition, the materialization of any one or more of these risks could affect the timing of future dispositions, the price at which we dispose our businesses or whether we are able to dispose our businesses at all.

The reliance of our Messaging Services on third-party communications infrastructure, hardware and software exposes us to a variety of risks we cannot control.

The success of our Messaging Services depends on our network infrastructure, including the capacity leased from telecommunications suppliers. In particular, we rely on AT&T, Sprint Nextel Corporation and other telecommunications providers for leased long-haul and local loop transmission capacity. These companies provide the dedicated links that connect our network components to each other and to our customers.

We have no control over the operation, quality or maintenance of a significant portion of that infrastructure or whether or not those third parties will upgrade or improve their equipment. We depend on these companies to maintain the operational integrity of our connections. If one or more of these companies is unable or unwilling to supply or expand its levels of service to us in the future, our operations could be severely interrupted. In addition, rapid changes in the telecommunications industry have led to the merging of many companies. These mergers may cause the availability, pricing and quality of the services we use to vary and could cause the length of time it takes to deliver the services that we use to increase significantly.

Our Messaging Services business depends on agreements with many different third parties, including wireless carriers. If these agreements are terminated or not renewed, or are amended to require us to change the way our Messaging Services are offered to customers, our business could be harmed.

Our Messaging Services business depends on our ability to enter into and maintain agreements with many different third parties including wireless carriers and other mobile phone service providers, upon which this business is highly dependent for billing its customers.

These agreements are typically for a short term, or are otherwise terminable upon short notice, and in the case of agreements with carriers, other mobile phone service providers and content developers, are nonexclusive. If these third parties reduce their commitment to us, terminate their agreements with us or enter into similar agreements with our competitors, our Messaging Services business could be materially harmed.

A significant portion of revenue for our Messaging Services business is derived from a small number of customers. If one or more of these customers terminates their agreement with us, our business could be harmed.

Revenue related to our Messaging Services business is concentrated in a small number of customers. If any of these customers experiences a substantial adverse change in their economic condition or terminates their relationship with us, our Messaging Services business could be materially harmed.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In 2006, the Board of Directors authorized a stock repurchase program (the "2006 Stock Repurchase Program") with no expiration date to repurchase up to $1.0 billion of its common stock. In January 2008, the Board of Directors authorized additional repurchases of up to $600.0 million of the Company's common stock to be conducted through an accelerated share repurchase agreement and the repurchase of $600.0 million of the Company's common stock was completed in February 2008. In August 2008, the Board of Directors authorized the repurchase of up to an additional $680.0 million of the Company's common stock with no expiration date in addition to the $320.0 million of the Company's common stock available for repurchase under the 2006 Stock Repurchase Program (collectively, the "2008 Share Buyback Program"). During the three months ended September 30, 2009, VeriSign repurchased approximately 1.2 million shares of its common stock at an average stock price of $21.54 for an aggregate of $25.0 million under the 2008 Share Buyback Program. During the nine months ended September 30, 2009, VeriSign repurchased approximately 2.0 million shares of its common stock at an average stock price of $22.23 for an aggregate of $45.0 million under the 2008 Stock Buyback Program. As of September 30, 2009, approximately $905.0 million is available under the 2008 Share Buyback Program.

The following table presents the share repurchases during the three months ended September 30, 2009.

	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (2)
July 1—31, 2009	—	$ —	—	$ 930.0 million
August 1—31, 2009	—	$ —	—	$ 930.0 million
September 1—30, 2009	1,160,600	$ 21.54	1,160,600	$ 905.0 million
	1,160,600		1,160,600	

(1) Represent shares repurchased under the 2008 Share Buyback Program.

(2) Represents the remaining amount available for further repurchases under the 2008 Share Buyback Program.

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ITEM 6. EXHIBITS

(a) Index to Exhibits

Pursuant to the rules and regulations of the SEC, the Company has filed certain agreements as exhibits to this quarterly report on Form 10-Q. These agreements may contain representations and warranties by the parties thereto. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (1) may be intended not as statements of fact, but rather as a way of allocating the risk to one of the parties to such agreements if those statements prove to be inaccurate, (2) may have been qualified by disclosures that were made to such other party or parties and that either have been reflected in the Company's filings or are not required to be disclosed in those filings, (3) may apply materiality standards different from what may be viewed as material to investors and (4) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments. Accordingly, these representations and warranties may not describe the Company's actual state of affairs at the date hereof or at any other time.

Exhibit Number	Exhibit Description
10.01	Promotion Letter from VeriSign, Inc. to Brian G. Robins dated August 4, 2009.
10.02	Promotion Letter from VeriSign, Inc. to Mark D. McLaughlin dated August 17, 2009.
10.03	Form of Amended and Restated Change-in-Control and Retention Agreement for Executive Officers.
10.04	Change-in-Control and Retention Agreement for Chief Executive Officer entered into as of August 17, 2009 by and between VeriSign, Inc. and Mark McLaughlin.
10.05	Acquisition Agreement by and among VeriSign, Inc., a Delaware corporation, VeriSign S.À.R.L., VeriSign Do Brasil Serviços Para Internet Ltda, VeriSign Digital Services Technology (China) Co., Ltd., VeriSign Services India Private Limited, and Syniverse Holdings, Inc., a Delaware corporation dated as of August 24, 2009. †
10.06	Letter Amendment to the Acquisition Agreement by and among VeriSign, Inc., a Delaware corporation, VeriSign S.À.R.L., VeriSign Do Brasil Serviços Para Internet Ltda, VeriSign Digital Services Technology (China) Co., Ltd., VeriSign Services India Private Limited, and Syniverse Holdings, Inc., a Delaware corporation dated as of August 24, 2009, by and among each of the parties thereto, dated October 2, 2009.
10.07	Letter Amendment No. 2 to the Amendment to the Acquisition Agreement by and among VeriSign, Inc., a Delaware corporation, VeriSign S.À.R.L., VeriSign Do Brasil Serviços Para Internet Ltda, VeriSign Digital Services Technology (China) Co., Ltd., VeriSign Services India Private Limited, and Syniverse Holdings, Inc., a Delaware corporation dated as of August 24, 2009, by and among each of the parties thereto, Syniverse Technologies Services (India) Private Limited, dated October 23, 2009.
31.01	Certification of Principal Executive Officer pursuant to Exchange Act Rule 13a-14(a).
31.02	Certification of Principal Financial Officer pursuant to Exchange Act Rule 13a-14(a).
32.01	Certification of Principal Executive Officer pursuant to Exchange Act Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the U.S. Code (18 U.S.C. 1350). *
32.02	Certification of Principal Financial Officer pursuant to Exchange Act Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the U.S. Code (18 U.S.C. 1350). *
101.INS	XBRL Instance Document. **
101.SCH	XBRL Taxonomy Extension Schema. **

Exhibit Number	Exhibit Description
101.CAL	XBRL Taxonomy Extension Calculation Linkbase. **
101.DEF	XBRL Taxonomy Extension Definition Linkbase. **
101.LAB	XBRL Taxonomy Extension Label Linkbase. **
101.PRE	XBRL Taxonomy Extension Presentation Linkbase. **

† Certain portions of this exhibit have been omitted and have been filed separately with the SEC pursuant to a request for confidential treatment under Rule 24b-2 as promulgated under the Securities Exchange Act of 1934, as amended.

* As contemplated by SEC Release No. 33-8212, these exhibits are furnished with this Quarterly Report on Form 10-Q and are not deemed filed with the SEC and are not incorporated by reference in any filing of VeriSign, Inc. under the Securities Act of 1933 or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in such filings.

** Furnished herewith.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

VERISIGN, INC.

Date: November 6, 2009	By: /s/ MARK D. MCLAUGHLIN **Mark D. McLaughlin** **Chief Executive Officer** **(Principal Executive Officer)**
Date: November 6, 2009	By: /s/ BRIAN G. ROBINS **Brian G. Robins** **Chief Financial Officer** **(Principal Accounting Officer)**

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EXHIBITS

As required under Item 6—Exhibits, the exhibits filed as part of this report are provided in this separate section. The exhibits included in this section are as follows:

Exhibit Number	Exhibit Description
10.01	Promotion Letter from VeriSign, Inc. to Brian G. Robins dated August 4, 2009.
10.02	Promotion Letter from VeriSign, Inc. to Mark D. McLaughlin dated August 17, 2009.
10.03	Form of Amended and Restated Change-in-Control and Retention Agreement for Executive Officers.
10.04	Change-in-Control and Retention Agreement for Chief Executive Officer entered into as of August 17, 2009 by and between VeriSign, Inc. and Mark McLaughlin..
10.05	Acquisition Agreement by and among VeriSign, Inc., a Delaware corporation, VeriSign S.À.R.L., VeriSign Do Brasil Serviços Para Internet Ltda, VeriSign Digital Services Technology (China) Co., Ltd., VeriSign Services India Private Limited, and Syniverse Holdings, Inc., a Delaware corporation dated as of August 24, 2009. †
10.06	Letter Amendment to the Acquisition Agreement by and among VeriSign, Inc., a Delaware corporation, VeriSign S.À.R.L., VeriSign Do Brasil Serviços Para Internet Ltda, VeriSign Digital Services Technology (China) Co., Ltd., VeriSign Services India Private Limited, and Syniverse Holdings, Inc., a Delaware corporation dated as of August 24, 2009, by and among each of the parties thereto, dated October 2, 2009.
10.07	Letter Amendment No. 2 to the Amendment to the Acquisition Agreement by and among VeriSign, Inc., a Delaware corporation, VeriSign S.À.R.L., VeriSign Do Brasil Serviços Para Internet Ltda, VeriSign Digital Services Technology (China) Co., Ltd., VeriSign Services India Private Limited, and Syniverse Holdings, Inc., a Delaware corporation dated as of August 24, 2009, by and among each of the parties thereto, Syniverse Technologies Services (India) Private Limited, dated October 23, 2009.
31.01	Certification of Principal Executive Officer pursuant to Exchange Act Rule 13a-14(a).
31.02	Certification of Principal Financial Officer pursuant to Exchange Act Rule 13a-14(a).
32.01	Certification of Principal Executive Officer pursuant to Exchange Act Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the U.S. Code (18 U.S.C. 1350). *
32.02	Certification of Principal Financial Officer pursuant to Exchange Act Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the U.S. Code (18 U.S.C. 1350). *
101.INS	XBRL Instance Document. **
101.SCH	XBRL Taxonomy Extension Schema. **
101.CAL	XBRL Taxonomy Extension Calculation Linkbase. **
101.DEF	XBRL Taxonomy Extension Definition Linkbase. **
101.LAB	XBRL Taxonomy Extension Label Linkbase. **
101.PRE	XBRL Taxonomy Extension Presentation Linkbase. **

† Certain portions of this exhibit have been omitted and have been filed separately with the SEC pursuant to a request for confidential treatment under Rule 24b-2 as promulgated under the Securities Exchange Act of 1934.

* As contemplated by SEC Release No. 33-8212, these exhibits are furnished with this Quarterly Report on Form 10-Q and are not deemed filed with the SEC and are not incorporated by reference in any filing of VeriSign, Inc. under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in such filings.

** Furnished herewith.

Exhibit 10.01

August 4, 2009

Dear Brian:

On behalf of VeriSign, Inc. ("VeriSign" or "the Company") I am pleased to inform you that you have been promoted to the position of Executive Vice President and Chief Financial Officer reporting to the Company's Chief Executive Officer.

The details of your promotion are as follows:

1. Effective Date of Promotion: August 4, 2009

2. New Annual Base Salary: **$400,000** (Paid in Bi-Weekly installments)

3. **Annual Bonus Target**: Effective as of the date of your promotion, your targeted bonus percentage is **75%** of your base salary. This means your bonus target for FY2009 will be calculated as follows: 50% of base salary earnings from January 1, 2009 through August 3, 2009 and 75% of your base salary earnings from August 4, 2009 through the end of the year, December 31, 2009. The annual bonus is governed by the terms and conditions of the 2009 VeriSign Performance Plan bonus program.

4. Equity Grant: At its meeting on August 4, 2009, VeriSign's Board of Directors approved that you be granted **10,000** restricted stock units of VeriSign, Inc., such grant to be subject to the terms and conditions of the VeriSign, Inc. 2006 Equity Incentive Plan and the corresponding Employee Restricted Stock Unit Agreement. This Restricted Stock Unit award will have a Grant Date of August 4, 2009 and will fully vest over a period of four years from the Grant Date with 25% vesting on each annual anniversary of the Grant Date provided that you are employed by VeriSign or one of its direct or indirect subsidiaries at that time.

Your equity grant will be subject to the holding requirements as defined in VeriSign's Stock Retention Policy.

5. Change-In-Control Agreement: You are eligible to enter into the Change-In-Control Agreement for VeriSign Section 16 Executive Officers. The Term Sheet for the Change-in-Control Agreement is attached hereto as Exhibit A.

6. At-Will Employment: This promotion does not affect the at-will nature of your employment. Accordingly, your employment will continue to be on an at-will basis, which means that the employment relationship can be terminated at any time by either you or the Company, with or without cause.

By signing this promotion letter you will be accepting this position beginning on August 4, 2009.

Congratulations on your promotion! We look forward to your continuing contributions to VeriSign.

Sincerely,
VERISIGN, INC.

By: /s/ D. James Bidzos
D. James Bidzos
Chief Executive Officer on an interim basis

ACCEPTED:

/s/ Brian G. Robins
Brian Robins

EXHIBIT A

Term Sheet for Change-in-Control Agreements for Section 16 Officers

1. Covered Individuals. This Change-in-Control Agreement (the "Agreement") will apply to the Chief Executive Officer and all Section 16 Officers (referred to herein as "participants") of VeriSign, Inc. ("VeriSign" or the "Company").

2. Change-in-Control Defined. A Change-in-Control ("CIC") means:

   - An acquisition of at least 35% of the common stock or voting power of VeriSign, Inc. by any person, entity or group;
   - During any 24 month period, incumbent directors at the beginning of the 24 month period (and directors elected or nominated by 2/3 vote of incumbent directors) cease to comprise a majority of the Board by the end of such 24 month period;
   - Consummation of a merger, reorganization, consolidation or similar transaction, or sale of all or substantially all of VeriSign's assets, unless VeriSign's voting stock represents more than 50% of the voting power of the surviving entity; or
   - A shareholder approval of a plan of liquidation of the Company
   - A CIC does not include any acquisition by employee benefit plans of the Company or its subsidiaries and it does not include sales made directly by the Company to any person or entity

3. Term of Agreement.

   - The initial term of the Agreement shall expire on August 24, 2010.
   - Automatic 1 year extensions of term beginning at the end of the initial term, unless terminated by the VeriSign Board of Directors (the "Board") at least 90 days before the expiration of the then current term.

4. Protection Period.

   - 2 years following a CIC, and
   - Up to 6 months before a CIC if the participant's employment is terminated at the request of a third party in contemplation of a CIC and the CIC is effective within 6 months of the participant's employment termination date.

5. Double Trigger.

   - The following two events (the "Double Trigger Events") must occur to trigger eligibility for payment of benefits under the Agreement: (i) a CIC must occur; and (ii) within twenty-four months of the CIC the participant's employment with VeriSign must be either terminated by VeriSign without Cause or the participant must voluntarily terminate his/her employment with VeriSign for Good Reason.
   - "Good Reason" means any one of the following: (i) a change in the participant's authority, duties or responsibilities that is inconsistent in any material and adverse respect from the participant's authority, duties and responsibilities immediately preceding the Change-in-Control; (ii) a reduction in base salary compared to participant's base salary immediately preceding the Change-in-Control, except for an across-the-board reduction of not more than 10% of base salary applicable to all senior executives; (iii) a reduction in bonus opportunity of 5% or more, except for an across-the-board reduction applicable to all senior executives; (iv) a failure to provide long-term incentive opportunities that in the aggregate are at least comparable to the long-term incentives provided to other senior executives; (v) a reduction of at least 5% in aggregate benefits under employee benefit plans; or (vi) a relocation required by VeriSign of more than 40 miles from the recipient's principal place of employment and which increases the participant's commute by more than 10 miles; or (vi) the failure of the successor company to assume the CIC Agreement.

- "Cause" means any one of the following: (i) willful and continued failure to substantially perform duties after written notice; (ii) conviction of (or plea of guilty or no contest to) a felony involving moral turpitude; (iii) willful misconduct or gross negligence resulting in material harm to VeriSign; or (iv) willful violation of VeriSign company policies resulting in material harm to VeriSign.
- Exception to Double Trigger: If the consideration to be received by stockholders of the Company in connection with a Change-in-Control consists of substantially all cash, then 100% of all unvested and outstanding Equity Awards granted to participant prior to the Change-in-Control shall have their vesting and exercisability accelerated in full immediately prior to the Change-in-Control regardless of whether there is a Termination Upon Change-in-Control.

6. Severance Benefits. The following severance benefits shall be provided to the participant, subject to the participant's signing VeriSign's General Release Agreement waiving all claims against VeriSign upon the termination of the participant's employment with VeriSign:

   6.1 Cash Severance.

   - Pro rata target bonus for year of termination of employment
   - Lump sum payment equal to applicable multiple of sum of salary plus Bonus. Applicable multiple is 2X for CEO and 1X for all other participants. "X" refers to the salary plus Bonus. The "Bonus" is equal to the average of bonuses earned for the 3 prior fiscal years (or, if fewer, number of full fiscal years the participant was employed by VeriSign before the CIC, or the target bonus in the fiscal year of the termination if the participant was not eligible to receive a bonus from the Company during any of the prior 3 fiscal years).
   - Payment of the amounts listed above in this Section 6.1 shall be made within 60 days of the date on which the Double Trigger Events have both occurred, except that such payments are subject to a 6 month delay if required by Internal Revenue Code Section 409A deferred compensation rules.

   6.2 Other Severance Benefits.

   - Continuation of health benefits for the participant and eligible dependents for the number of years equal to the severance multiple (e.g., for two years for the CEO and for one year for all other participants), provided that such coverage of health benefits will cease if the participant becomes eligible for comparable benefits from a new employer. The period of time of continued health benefits is subject to being shortened if required by 409A rules.

7. Acceleration of Vesting Upon Double Trigger. In the event both of the Double Trigger Events occur, the participant shall receive acceleration of vesting of 100% of all unvested stock options and restricted stock units, effective immediately upon the occurrence of the second triggering event; provided, however, in circumstances where the consideration to be received by stockholders of the Company in connection with a Change-in-Control consists of substantially all cash, then the participant shall receive acceleration of vesting of 100% of all unvested stock options and restricted stock units in full effective immediately prior to the occurrence of the first triggering event (i.e., the Change-in-Control).
8. Confidentiality. The participant will be perpetually obligated to maintain the confidentiality of all VeriSign confidential information.
9. Noncompete. The participant will not compete with VeriSign for at least 12 months from his/her employment termination date.

10. Nonsolicitation. The employee will not solicit any VeriSign employees for at least 12 months from his/her employment termination date.

11. Arbitration. All disputes arising under the Agreement shall be settled by binding arbitration in California pursuant to the commercial arbitration rules of the American Arbitration Association.

12. Legal Fees. VeriSign shall reimburse the participant for all reasonable legal fees and expenses that he/she incurs in connection with pursuing or defending itself in connection with any dispute that may arise under the Agreement unless the participant does not substantially prevail in such dispute.

13. Amending The Agreement. The Board may amend the Agreement at any time, provided that any amendment adverse to a participant is not effective if a CIC occurs within one year after such amendment.

14. Termination of Agreement.

    - To terminate the Agreement at the end of the then current term the Board must terminate the Agreement before the last 90 days of the then current term, otherwise the Agreement will not be terminated until the end of the subsequent term.
    - A termination of the Agreement will not be effective if the CIC occurs within one year of such termination.

15. Federal Excise Tax Under Section 280G And Parachute Payments. If the amounts payable to the participant under the CIC Agreement qualifies as a parachute payment under Section 4999 of the Internal Revenue Code of 1986, as amended, and if the participant would consequently be subject to U.S. federal excise tax, then the executive's termination benefits under the CIC Agreement will be payable, at the participant's election, either in full or in such less amounts as would result in the participant's receipt on an after-tax basis of the greatest amount of termination and other benefits after taking into account the applicable federal, state, and local income taxes and the excise tax imposed by Section 4999.

Exhibit 10.02

August 17, 2009

Dear Mark:

On behalf of VeriSign, Inc. ("VeriSign" or "the Company") I am pleased to inform you that you have been promoted to the position of Chief Executive Officer reporting to the Executive Chairman of the Company.

The details of your promotion are as follows:

1. Effective Date of Promotion: August 17, 2009

2. New Annual Base Salary: **$750,000** (Paid in Bi-Weekly installments)

3. **Annual Bonus Target**: Effective as of the date of your promotion, your targeted bonus percentage is **100%** of your base salary. This means your bonus target for FY2009 will be calculated as follows: 75% of base salary earnings from January 14, 2009 through August 16, 2009 and 100% of your base salary earnings from August 17, 2009 through the end of the year, December 31, 2009. The annual bonus is governed by the terms and conditions of the 2009 VeriSign Performance Plan bonus program.

4. Equity Grant: At its meeting on August 4, 2009, VeriSign's Board of Directors approved that you be granted **30,000** restricted stock units of VeriSign, Inc., such grant to be subject to the terms and conditions of the VeriSign, Inc. 2006 Equity Incentive Plan and the corresponding Employee Restricted Stock Unit Agreement. This Restricted Stock Unit award will have a Grant Date of August 17, 2009 and will fully vest over a period of four years from the Grant Date with 25% vesting on each annual anniversary of the Grant Date provided that you are employed by VeriSign or one of its direct or indirect subsidiaries at that time.

Your equity grant will be subject to the holding requirements as defined in VeriSign's Stock Retention Policy.

5. Change-In-Control Agreement: You are eligible to enter into the Change-In-Control Agreement for VeriSign Section 16 Executive Officers. The Term Sheet for the Change-in-Control Agreement is attached hereto as Exhibit A.

6. At-Will Employment: This promotion does not affect the at-will nature of your employment. Accordingly, your employment will continue to be on an at-will basis, which means that the employment relationship can be terminated at any time by either you or the Company, with or without cause.

By signing this promotion letter you will be accepting this position beginning on August 17, 2009.

Congratulations on your promotion! We look forward to your continuing contributions to VeriSign.

Sincerely,
VERISIGN, INC.

By: /s/ D. James Bidzos
D. James Bidzos
Executive Chairman

ACCEPTED:

/s/ Mark D. McLaughlin
Mark McLaughlin

EXHIBIT A

Term Sheet for Change-in-Control Agreements for Section 16 Officers

1. Covered Individuals. This Change-in-Control Agreement (the "Agreement") will apply to the Chief Executive Officer and all Section 16 Officers (referred to herein as "participants") of VeriSign, Inc. ("VeriSign" or the "Company").

2. Change-in-Control Defined. A Change-in-Control ("CIC") means:
   - An acquisition of at least 35% of the common stock or voting power of VeriSign, Inc. by any person, entity or group;
   - During any 24 month period, incumbent directors at the beginning of the 24 month period (and directors elected or nominated by 2/3 vote of incumbent directors) cease to comprise a majority of the Board by the end of such 24 month period;
   - Consummation of a merger, reorganization, consolidation or similar transaction, or sale of all or substantially all of VeriSign's assets, unless VeriSign's voting stock represents more than 50% of the voting power of the surviving entity; or
   - A shareholder approval of a plan of liquidation of the Company
   - A CIC does not include any acquisition by employee benefit plans of the Company or its subsidiaries and it does not include sales made directly by the Company to any person or entity

3. Term of Agreement.
   - The initial term of the Agreement shall expire on August 24, 2010.
   - Automatic 1 year extensions of term beginning at the end of the initial term, unless terminated by the VeriSign Board of Directors (the "Board") at least 90 days before the expiration of the then current term.

4. Protection Period.
   - 2 years following a CIC, and
   - Up to 6 months before a CIC if the participant's employment is terminated at the request of a third party in contemplation of a CIC and the CIC is effective within 6 months of the participant's employment termination date.

5. Double Trigger.
   - The following two events (the "Double Trigger Events") must occur to trigger eligibility for payment of benefits under the Agreement: (i) a CIC must occur; and (ii) within twenty-four months of the CIC the participant's employment with VeriSign must be either terminated by VeriSign without Cause or the participant must voluntarily terminate his/her employment with VeriSign for Good Reason.
   - "Good Reason" means any one of the following: (i) a change in the participant's authority, duties or responsibilities that is inconsistent in any material and adverse respect from the participant's authority, duties and responsibilities immediately preceding the Change-in-Control; (ii) a reduction in base salary compared to participant's base salary immediately preceding the Change-in-Control, except for an across-the-board reduction of not more than 10% of base salary applicable to all senior executives; (iii) a reduction in bonus opportunity of 5% or more, except for an across-the-board reduction applicable to all senior executives; (iv) a failure to provide long-term incentive opportunities that in the aggregate are at least comparable to the long-term incentives provided to other senior executives; (v) a reduction of at least 5% in aggregate benefits under employee benefit plans; or (vi) a relocation required by VeriSign of more than 40 miles from the recipient's principal place of employment and which increases the participant's commute by more than 10 miles; or (vi) the failure of the successor company to assume the CIC Agreement.

- "Cause" means any one of the following: (i) willful and continued failure to substantially perform duties after written notice; (ii) conviction of (or plea of guilty or no contest to) a felony involving moral turpitude; (iii) willful misconduct or gross negligence resulting in material harm to VeriSign; or (iv) willful violation of VeriSign company policies resulting in material harm to VeriSign.
- Exception to Double Trigger: If the consideration to be received by stockholders of the Company in connection with a Change-in-Control consists of substantially all cash, then 100% of all unvested and outstanding Equity Awards granted to participant prior to the Change-in-Control shall have their vesting and exercisability accelerated in full immediately prior to the Change-in-Control regardless of whether there is a Termination Upon Change-in-Control.

6. Severance Benefits. The following severance benefits shall be provided to the participant, subject to the participant's signing VeriSign's General Release Agreement waiving all claims against VeriSign upon the termination of the participant's employment with VeriSign:

6.1 Cash Severance.

- Pro rata target bonus for year of termination of employment
- Lump sum payment equal to applicable multiple of sum of salary plus Bonus. Applicable multiple is 2X for CEO and 1X for all other participants. "X" refers to the salary plus Bonus. The "Bonus" is equal to the average of bonuses earned for the 3 prior fiscal years (or, if fewer, number of full fiscal years the participant was employed by VeriSign before the CIC, or the target bonus in the fiscal year of the termination if the participant was not eligible to receive a bonus from the Company during any of the prior 3 fiscal years).
- Payment of the amounts listed above in this Section 6.1 shall be made within 60 days of the date on which the Double Trigger Events have both occurred, except that such payments are subject to a 6 month delay if required by Internal Revenue Code Section 409A deferred compensation rules.

6.2 Other Severance Benefits

- Continuation of health benefits for the participant and eligible dependents for the number of years equal to the severance multiple (e.g., for two years for the CEO and for one year for all other participants), provided that such coverage of health benefits will cease if the participant becomes eligible for comparable benefits from a new employer. The period of time of continued health benefits is subject to being shortened if required by 409A rules.

7. Acceleration of Vesting Upon Double Trigger. In the event both of the Double Trigger Events occur, the participant shall receive acceleration of vesting of 100% of all unvested stock options and restricted stock units, effective immediately upon the occurrence of the second triggering event; provided, however, in circumstances where the consideration to be received by stockholders of the Company in connection with a Change-in-Control consists of substantially all cash, then the participant shall receive acceleration of vesting of 100% of all unvested stock options and restricted stock units in full effective immediately prior to the occurrence of the first triggering event (i.e., the Change-in-Control).
8. Confidentiality. The participant will be perpetually obligated to maintain the confidentiality of all VeriSign confidential information.
9. Noncompete. The participant will not compete with VeriSign for at least 12 months from his/her employment termination date.

10. Nonsolicitation. The employee will not solicit any VeriSign employees for at least 12 months from his/her employment termination date.

11. Arbitration. All disputes arising under the Agreement shall be settled by binding arbitration in California pursuant to the commercial arbitration rules of the American Arbitration Association.

12. Legal Fees. VeriSign shall reimburse the participant for all reasonable legal fees and expenses that he/she incurs in connection with pursuing or defending itself in connection with any dispute that may arise under the Agreement unless the participant does not substantially prevail in such dispute.

13. Amending The Agreement. The Board may amend the Agreement at any time, provided that any amendment adverse to a participant is not effective if a CIC occurs within one year after such amendment.

14. Termination of Agreement.

    - To terminate the Agreement at the end of the then current term the Board must terminate the Agreement before the last 90 days of the then current term, otherwise the Agreement will not be terminated until the end of the subsequent term.
    - A termination of the Agreement will not be effective if the CIC occurs within one year of such termination.

15. Federal Excise Tax Under Section 280G And Parachute Payments. If the amounts payable to the participant under the CIC Agreement qualifies as a parachute payment under Section 4999 of the Internal Revenue Code of 1986, as amended, and if the participant would consequently be subject to U.S. federal excise tax, then the executive's termination benefits under the CIC Agreement will be payable, at the participant's election, either in full or in such less amounts as would result in the participant's receipt on an after-tax basis of the greatest amount of termination and other benefits after taking into account the applicable federal, state, and local income taxes and the excise tax imposed by Section 4999.

Exhibit 10.03

AMENDED AND RESTATED CHANGE-IN-CONTROL

AND RETENTION AGREEMENT

This Amended and Restated Change-in-Control and Retention Agreement (the "Agreement") is made and entered into as of __________, 200_, by and between VeriSign, Inc., a Delaware corporation, and ____________________ (the "Executive").

RECITALS

WHEREAS, the Executive is a key employee of the Company who possesses valuable proprietary knowledge of the Company, its business and operations and the markets in which the Company competes;

WHEREAS, the Company draws upon the knowledge, experience, expertise and advice of the Executive to manage its business for the benefit of the Company's stockholders;

WHEREAS, the Company desires to standardize its executive Change-in-Control arrangements;

WHEREAS, the Company recognizes that if a Change-in-Control were to occur, the resulting uncertainty regarding the consequences of such an event could adversely affect the performance of, and the Company's ability to attract and retain, its key employees, including the Executive;

WHEREAS, the Company believes that the existence of this Agreement will serve as an incentive to Executive to remain in the employ of the Company and to be focused and motivated to work to maximize the value of the Company for the benefit of its stockholders, and would enhance the Company's ability to call on and rely upon Executive if a Change-in-Control were to occur; and

WHEREAS, the Company and the Executive desire to enter into this Agreement to encourage the Executive to continue to devote the Executive's full attention and dedication to the success of the Company, and to provide specified compensation and benefits to the Executive in the event of a Termination Upon Change-in-Control pursuant to the terms of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to provide specified compensation and benefits to the Executive in the event of Termination Upon Change-in-Control of Executive. Subject to the terms of any applicable written employment agreement between Company and the Executive, either the Executive or Company may terminate the Executive's employment at any time for any reason.

2. TERMINATION UPON CHANGE OF CONTROL

In the event of the Executive's Termination Upon Change-in-Control, the Executive shall be entitled to the benefits described below in this Section 2. In addition if during the twenty-four (24) months following a Change-in-Control Executive dies, or terminates employment due to Disability, then Executive, or Executive's estate or designated beneficiary, shall receive the benefits provided under Section 2.3 below.

2.1 Prior Obligations.

2.1.1 Accrued Salary and Vacation. A lump sum payment of all salary and accrued vacation earned through the Termination Date.

2.1.2 Accrued Bonus. A lump sum payment of any earned and unpaid bonus from the prior fiscal year previously awarded by the Company.

2.1.3 Expense Reimbursement. Upon submission of proper expense reports by the Executive, the Company shall reimburse the Executive for all expenses incurred by the Executive, consistent with past practices, in connection with the business of the Company prior to the Executive's Termination Date.

2.1.4 Employee Benefits. Benefits, if any, under any 401(k) plan, nonqualified deferred compensation plan, employee stock purchase plan and other Company benefit plans under which the Executive may be entitled to benefits, payable pursuant to the terms of such plans.

2.2 Cash Severance Benefits. A lump sum equal to the sum of (i) a pro rata portion of Executive's target bonus for the fiscal year of the Company in which the Termination Upon Change-in-Control occurs, (ii) twelve (12) months of Executive's Base Salary, and (iii) Executive's average target bonus for the three (3) fiscal years of the Company preceding the fiscal year in which Termination Upon Change-in-Control occurs or, if Executive was employed by the Company for fewer than three (3) full fiscal years preceding the fiscal year in which the Termination Upon Change-in-Control occurs, the average target bonus for the number of full fiscal years Executive was employed by the Company prior to the Change-in-Control) or the target bonus for the fiscal year in which the Termination Upon Change-in-Control occurs if the Executive was not eligible to receive a bonus from the Company during any of the prior three (3) fiscal years. This lump sum amount shall be paid no later than sixty (60) days after the Termination Date of the Termination Upon Change-in-Control.

2.3 Acceleration of Equity Awards. All then unvested and outstanding Equity Awards granted to Executive prior to the Change-in-Control shall have their vesting and exercisability accelerated in full on the Termination Date of the Termination Upon Change-in-Control; provided, however, that notwithstanding any provision in this Agreement to the contrary, if the Equity Awards held by the Executive are not assumed upon a Change-in-Control, then all such Equity

Awards shall have their vesting and exercisability accelerated in full immediately prior to the Change-in-Control regardless of whether there is a Termination Upon Change-in-Control. If the consideration to be received by stockholders of the Company in connection with the Change-in-Control consists of substantially all cash, then all such Equity Awards shall have their vesting and exercisability accelerated in full immediately prior to the Change-in-Control regardless of whether there is a Termination Upon Change-in-Control.

2.4 Extended Insurance Benefits.

2.4.1 Benefit Continuation. If the Executive timely elects health insurance continuation coverage under COBRA, then the Company shall provide Executive and Executive's dependents, at the Company's expense, twelve (12) months of the Company's health insurance coverage as in effect for such person immediately prior to the Termination Upon Change-in-Control. The date of the "qualifying event" for the Executive and any of Executive's dependents shall be the date of the Termination Upon Change-in-Control.

2.4.2 Coverage Under Another Plan. Notwithstanding the preceding provisions of this Section 2.4, upon the Executive becoming covered as a primary insured (that is, not as a beneficiary under a spouse's or partner's plan) under another employer's group health plan during the period provided for herein, the Executive promptly shall inform the Company and the Company's obligations under this Section 2.4.2 shall cease.

3. FEDERAL EXCISE TAX UNDER SECTION 280G

If (i) any amounts payable to the Executive under this Agreement or otherwise are characterized as excess parachute payments pursuant to Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) the Executive thereby would be subject to any United States federal excise tax due to that characterization, then Executive's termination benefits hereunder will be payable, at Executive's election, either in full or in such lesser amount as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in Executive's receipt on an after-tax basis of the greatest amount of termination and other benefits. The determination of any reduction required pursuant to this section (including the determination as to which specific payments shall be reduced) shall be made by a neutral party designated by the Company and such determination shall be conclusive and binding upon the Company or any related corporation for all purposes.

4. DEFINITIONS

4.1 Capitalized Terms Defined. Capitalized terms used in this Agreement shall have the meanings set forth in this Section 4, unless the context clearly requires a different meaning.

4.2 "Base Salary" means the base salary of the Executive immediately preceding the Executive's Termination Date.

4.3 "Board" means the Company's Board of Directors.

4.4 "Cause" means:

(a) Executive's willful and continued failure to substantially perform Executive's duties after written notice providing Executive with ninety (90) days from the date of Executive's receipt of such notice in which to cure;

(b) conviction of (or plea of guilty or no contest to) Executive for a felony involving moral turpitude;

(c) Executive's willful misconduct or gross negligence resulting in material harm to the Company; or

(d) Executive's willful violation of the Company's policies resulting in material harm to the Company.

4.5 "Change-in-Control" means:

(a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")), other than a trustee or other fiduciary holding securities of the Company under an employee benefit plan of the Company or its subsidiaries, becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly (excluding, for purposes of this Section 4.5, securities acquired directly from the Company), of securities of the Company representing at least thirty-five percent (35%) of (A) the then-outstanding shares of common stock of the Company or (B) the combined voting power of the Company's then-outstanding securities;

(b) the consummation of a merger or consolidation, or series of related transactions, which results in the voting securities of the Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), directly or indirectly, at least fifty (50%) percent of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(c) a change in the composition of the Board occurring within a 24-month period, as a result of which fewer than a majority of the Directors are Incumbent Directors;

(d) the sale or disposition of all or substantially all of the Company's assets (or consummation of any transaction, or series of related transactions, having similar effect); or

(e) stockholder approval of the dissolution or liquidation of the Company.

4.6 "Company" means VeriSign, Inc. and, following a Change-in-Control, any Successor.

4.7 "Director" means a member of the Board.

4.8 "Disability" shall have the meaning given such term under Section 409A of the Code.

4.9 "Equity Award" shall mean any option, restricted stock award, restricted stock unit award, stock appreciation right or other equity award to acquire shares of the Company's common stock granted or issued to the Executive.

4.10 "Good Reason" means the occurrence of any of the following conditions, without Executive's written consent:

(a) a change in the Executive's authority, duties or responsibilities that is inconsistent in any material and adverse respect from the Executive's authority, duties and responsibilities immediately preceding the Change-in-Control;

(b) a reduction in Executive's base salary compared to Executive's base salary immediately preceding the Change-in-Control, except for an across-the-board reduction of not more than ten percent (10%) of base salary applicable to all senior executives of the Company;

(c) a reduction in Executive's bonus opportunity of five percent (5%) or more from Executive's bonus opportunity immediately preceding the Change-in-Control, except for an across-the-board reduction applicable to all senior executives of the Company;

(d) a failure to provide Executive with long-term incentive opportunities that in the aggregate are at least comparable to the long-term incentives provided to other senior executives at the Company;

(e) a reduction of at least 5% in aggregate benefits that Executive is entitled to receive under all employee benefit plans of the Company following a Change-in-Control compared to the aggregate benefits Executive was eligible to receive under all employee benefit plans maintained by the Company immediately preceding the Change-in-Control; or

(f) a requirement that Executive be based at any office location more than 40 miles from Executive's primary office location immediately preceding the Change-in-Control, if such relocation increases Executive's commute by more than ten (10) miles from Executive's principal residence immediately preceding the Change-in-Control; or

(g) the failure of the Company to obtain the assumption of this Agreement from any Successor as provided in Section 12.1 of this Agreement.

4.11 "Incumbent Directors" shall mean Directors who either (i) are Directors as of the date hereof, or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

4.12 "Successor" means any successor to the Company or assignee of substantially all of the Company's business and/or assets whether or not as part of a Change-in-Control.

4.13 "Termination Date" means the effective date of any termination of Executive's employment with the Company or a Successor.

4.14 "Termination Upon Change-in-Control" means (i) during the twenty-four (24) months following the consummation of a Change-in-Control any termination of the employment of the Executive by the Company without Cause, or any resignation by the Executive for Good Reason; or (ii) any termination of the employment of the Executive by the Company without Cause occurring within six (6) months prior to the consummation of such Change-in-Control that is requested by a third party as part of such Change-in-Control. Executive must provide written notice to the Company within ninety (90) days of the existence of Good Reason and provide the Company with at least thirty (30) days to cure the circumstances giving rise to Good Reason.

5. RELEASE OF CLAIMS

Executive's receipt of payments and benefits under this Agreement is conditioned upon the delivery by Executive of a signed Termination Release Agreement in substantially the form attached hereto as Exhibit A; provided, however, that the Executive shall not be required to release any rights the Executive may have to be indemnified by the Company.

6. EXCLUSIVE REMEDY

The Executive shall be entitled to no other termination, severance or change of control compensation, benefits, or other payments from the Company as a result of any Termination Upon a Change-in-Control with respect to which the payments and/or benefits described in Section 2 have been provided to the Executive, except as expressly set forth in this Agreement.

7. CONFLICT IN BENEFITS; NONCUMULATION OF BENEFITS

7.1 No Limitation of Regular Benefit Plans. Except as provided in Section 7.2 below, this Agreement is not intended to and shall not affect, limit or terminate any plans, programs or arrangements of the Company that are regularly made available to a significant number of employees or officers of the Company, including without limitation the Company's equity incentive plans.

7.2 Noncumulation of Benefits. Executive may not cumulate cash severance payments, vesting acceleration of any Equity Award or other termination benefits under this Agreement with those provided under any other written agreement with the Company and/or other plan or policy of the Company. If the Executive has any other binding written agreement or other binding arrangement with the Company that provides that upon a Change-in-Control or termination of employment the Executive shall receive benefits, then Executive must waive Executive's rights to such other benefits to receive benefits under this Agreement.

8. PROPRIETARY AND CONFIDENTIAL INFORMATION

Executive's receipt of the payments and benefits described in this Agreement are conditioned upon the Executive's acknowledgment of Executive's continuing obligation under, and Executive's agreement to abide by the terms and conditions of, the Company's Confidentiality and/or Proprietary Rights Agreement between the Executive and the Company. Accordingly, during the term of this Agreement and following any Termination Upon Change-in-Control, Executive agrees to continue to abide by the terms and conditions of the Company's Confidentiality and/or Proprietary Rights Agreement between the Executive and the Company.

9. NON-SOLICITATION/NON-COMPETITION

For a period of one (1) year following Termination Upon Change-in-Control: (i) the Executive will not solicit the services or business of any employee or consultant of the Company to discontinue that person's or entity's relationship with or to the Company without the written consent of the Company; and (ii) the Executive will not engage (whether as an employee, director, or independent contractor) in a business in which the Company or any subsidiary of the Company is engaged immediately prior to the Change-in-Control.

10. RESOLUTION OF DISPUTES THROUGH ARBITRATION OR THE COURTS

10.1 Matters Subject to Arbitration or Judicial Enforcement. Any claim, dispute or controversy arising out of this Agreement, the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration by a sole arbitrator under the rules of the American Arbitration Association; provided, however, that (1) the arbitrator shall have no authority to make any ruling or judgment that would confer any rights with respect to the trade secrets, confidential and proprietary information or other intellectual property of the Company upon the Executive or any third party; and

(2) this arbitration provision shall not preclude the Company from seeking legal and equitable relief from any court having jurisdiction with respect to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's intellectual property or breach of Executive's obligations under Sections 8 and 9 of this Agreement. Judgment may be entered on the award of the arbitrator in any court having jurisdiction.

10.2 Site of Arbitration. The site of the arbitration proceeding shall be in Santa Clara County, California.

10.3 Legal Fees and Expenses. The Company shall reimburse the Executive for all reasonable legal fees and expenses that Executive incurs in connection with Executive's prosecution or defense of any breach of this Agreement unless Executive does not substantially prevail. Executive shall reimburse the Company for all reasonable legal fees and expenses that the Company incurs in connection with the Company's prosecution or defense of any breach of this Agreement unless the Company does not substantially prevail.

11. NOTICES

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by mail or courier with appropriate evidence of mailing or delivery to the courier:

(i) if to the Company: VeriSign, Inc.
487 East Middlefield Road
Mountain View, California 94043
Attention: General Counsel

and, (ii) if to the Executive, at the address indicated in the Executive's personnel file or such other address specified by the Executive in writing to the Company. Either party may provide the other with notices of change of address, which shall be effective upon receipt.

12. MISCELLANEOUS PROVISIONS

12.1 Heirs and Representatives of the Executive; Successors and Assigns of the Company. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devises and legatees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Company. The Company agrees that in connection with any Change-in-Control, it will cause any Successor unconditionally to assume by written instrument delivered to Executive (or Executive's beneficiary), all of the obligations of the Company hereunder. For purposes of the foregoing, and notwithstanding any provision of this Agreement to the contrary, the date on which any such Change-in-Control becomes effective shall be deemed the date Termination Upon Change-in-Control occurs.

12.2 No Assignment of Rights. The interest of the Executive in this Agreement or in any distribution to be made under this Agreement may not be assigned, pledged, alienated, anticipated, or otherwise encumbered (either at law or in equity) and shall not be subject to attachment, bankruptcy, garnishment, levy, execution, or other legal or equitable process. Any act in violation of this Section 12.2 shall be void.

12.3 Amendment; Waiver. Any provision of this Agreement may be modified or amended in the sole discretion of a majority of the Board; provided however that any modification or amendment detrimental to Executive shall not be effective if consummation of a Change-in-Control occurs within one year after the date of adoption of such modification or amendment. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

12.4 Entire Agreement. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein (whether oral or written and whether express or implied) and expressly supersedes any existing agreement or understanding providing for any change control, severance, termination or similar benefits by and between the Executive and the Company.

12.5 Withholding Taxes; Section 409A. All payments made under this Agreement shall be subject to reduction to reflect all federal, state, local and other taxes required to be withheld by applicable law. Notwithstanding any provision in Section 2 to the contrary, to the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with Executive's termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code, and (ii) Executive is deemed at the time of such termination of employment to be a "specified" employee under Section 409A of the Code, then such payment shall not be made or commence until the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive's "separation from service" (as such term is at the time defined in Treasury Regulations under Section 409A of the Code) with the Company; (ii) the date of Executive's Disability; or (iii) the date of Executive's death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including (without limitation) the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum.

12.6 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

12.7 Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without regard to where the Executive has Executive's residence or principal office or where Executive performs Executive's duties hereunder.

12.8 Effective Date; Term of Agreement.

12.8.1 Effective Date. The "Effective Date" of this Agreement is __________, 200__.

12.8.2 Term of Agreement. This Agreement shall commence on the Effective Date and shall have an initial term that shall extend until ______________. Thereafter, this Agreement shall be extended automatically without further action as of ______and on each anniversary thereafter, for terms of one year unless at least ninety (90) days prior to any such date the Board shall notify Executive in writing of such non-renewal, such notice of non-renewal to be provided by the Board to the Executive at least ninety (90) days before the end of the then current term. If the written notice of non-renewal is not provided by the Board to the Executive before the last ninety (90) days of a term then the Agreement will not terminate until the end of the immediately subsequent term. Any termination of this Agreement shall not be effective if consummation of a Change-in-Control occurs within one year after such requested Agreement termination date. Notwithstanding the foregoing, following the occurrence of a Change-in-Control this Agreement shall terminate only at such time as all of the parties' respective obligations under this Agreement have been discharged.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

EXECUTIVE

____

[Name]

VERISIGN, INC.

By: ______________________________

Title: ______________________________

EXHIBIT A

TERMINATION RELEASE AGREEMENT

As required by the Amended and Restated Change-in-Control and Retention Agreement, dated , 200_, between you and VeriSign, Inc., a Delaware corporation (the "***Change-in-Control and Retention Agreement***") to which this Termination Release Agreement (the "***Agreement***") is attached as **Exhibit A**, this Agreement sets forth below your waiver and release of claims in favor of VeriSign, Inc., and its officers, directors, employees, agents, representatives, subsidiaries, divisions, affiliated companies, successors, and assigns (collectively, the "***Company***") in exchange for the consideration provided for under the terms of the Change-in-Control and Retention Agreement.

1. GENERAL RELEASE AND WAIVER OF CLAIMS.

(a) The payments set forth in the Change-in-Control and Retention Agreement fully satisfy any and all accrued salary, vacation pay, bonus and commission pay, stock-based compensation, profit sharing, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company or your termination of employment. You acknowledge that you have no claims and have not filed any claims against the Company based on your employment with or the separation of your employment with the Company.

(b) To the fullest extent permitted by law, you hereby release and forever discharge the Company, its successors, subsidiaries and affiliates, directors, shareholders, current and former officers, agents and employees (all of whom are collectively referred to as "***Releasees***") from any and all existing claims, demands, causes of action, damages and liabilities, known or unknown, that you ever had, now have or may claim to have had arising out of or relating in any way to your employment or non-employment with the Company through the Effective Date of this Agreement (as defined in Section 11), including, without limitation, claims based on any oral, written or implied employment agreement, claims for wages, bonuses, commissions, stock-based compensation, expense reimbursement, and any claims that the terms of your employment with the Company, or the circumstances of your separation, were wrongful, in breach of any obligation of the Company or in violation of any of your rights, contractual, statutory or otherwise. Each of the Releasees is intended to be a third party beneficiary of this General Release and Waiver of Claims.

(i) Release of Statutory and Common Law Claims. Such rights include, but are not limited to, your rights under the following federal and state statutes: the Employee Retirement Income Security Act (ERISA) (regarding employee benefits); the Occupational Safety and Health Act (safety matters); the Family and Medical Leave Act of 1993; the Worker Adjustment and

Retraining Act (WARN) (notification requirements for employers who are curtailing or closing an operation) and common law; tort; wrongful discharge; public policy; workers' compensation retaliation; tortious interference with contractual relations, misrepresentation, fraud, loss of consortium; slander, libel, defamation, intentional or negligent infliction of emotional distress; claims for wages, bonuses, commissions, stock-based compensation or fringe benefits; vacation pay; sick pay; insurance reimbursement, medical expenses, and the like.

(ii) Release of Discrimination Claims. You understand that various federal, state and local laws prohibit age, sex, race, disability, benefits, pension, health and other forms of discrimination, harassment and retaliation, and that these laws can be enforced through the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, and similar state and local agencies and federal and state courts. You understand that if you believe your treatment by the Company violated any laws, you have the right to consult with these agencies and to file a charge with them. Instead, you have decided voluntarily to enter into this Agreement, release the claims and waive the right to recover any amounts to which you may have been entitled under such laws, including but not limited to, any claims you may have based on age or under the Age Discrimination in Employment Act of 1967 (ADEA; 29 U.S.C. Section 621 et. seq.) (age); the Older Workers Benefit Protection Act (OWBPA) (age); Title VII of the Civil Rights Act of 1964 (race, color, religion, national origin or sex); the 1991 Civil Rights Act; the Vocational Rehabilitation Act of 1973 (disability); The Americans with Disabilities Act of 1990 (disability); 42 U.S.C. Section 1981, 1986 and 1988 (race); the Equal Pay Act of 1963 (prohibits pay differentials based on sex); the Immigration Reform and Control Act of 1986; Executive Order 11246 (race, color, religion, sex or national origin); Executive Order 11141 (age); Vietnam Era Veterans Readjustment Assistance Act of 1974 (Vietnam era veterans and disabled veterans); and California state statutes and local laws of similar effect.

(iii) Releasees and you do not intend to release claims which you may not release as a matter of law (including, but not limited to, indemnification claims under applicable law). To the fullest extent permitted by law, any dispute regarding the scope of this general release shall be determined by an arbitrator under the procedures set forth below.

2. **Waiver of Unknown Claims**. You expressly waive any benefits of Section 1542 of the Civil Code of the State of California (and any other laws of similar effect), which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3. **Covenant Not to Sue.**

(a) To the fullest extent permitted by law, you agree that you will not now or at any time in the future pursue any charge, claim, or action of any kind, nature and character whatsoever against any of the Releasees, or cause or knowingly permit any such charge, claim or action to be pursued, in any federal, state or municipal court, administrative agency, arbitral forum, or other tribunal, arising out of any of the matters covered by paragraphs 1 and 2 above.

(b) You further agree that you will not pursue, join, participate, encourage, or directly or indirectly assist in the pursuit of any legal claims against the Releasees, whether the claims are brought on your own behalf or on behalf of any other person or entity.

(c) Nothing herein prohibits you from: (1) providing truthful testimony in response to a subpoena or other compulsory legal process, and/or (2) filing a charge or complaint with a government agency such as the Equal Employment Opportunity Commission, the National Labor Relations Board or applicable state anti-discrimination agency.

4. **Arbitration of Disputes**. Except for claims for injunctive relief arising out of a breach of the Confidentiality Agreement, you and the Company agree to submit to mandatory binding arbitration any disputes between you and the Company arising out of or relating to this Agreement. You agree that the American Arbitration Association will administer any such arbitration(s) under its National Rules for the Resolution of Employment Disputes, with administrative and arbitrator's fees to be borne by the Company. The arbitrator shall issue a written arbitration decision stating his or her essential findings and conclusions upon which the award is based. The parties agree that the arbitration award shall be enforceable in any court having jurisdiction to enforce this Agreement. This Agreement does not extend or waive any statutes of limitations or other provisions of law that specify the time within which a claim must be brought. Notwithstanding the foregoing, each party retains the right to seek preliminary injunctive relief in a court of competent jurisdiction to preserve the status quo or prevent irreparable injury before a matter can be heard in arbitration.

5. **Review of Agreement**. You may take up to twenty-one (21) days from the date you receive this Agreement, to consider whether to sign this Agreement. By signing below, you affirm that you were advised to consult with an attorney before signing this Agreement and were given ample opportunity to do so. You understand that this Agreement will not become effective until you return the original of this Agreement, properly signed by you, to the Company, Attention: General Counsel, and after expiration of the revocation period without revocation by you.

6. **Revocation of Agreement.** You acknowledge and understand that you may revoke this Agreement by sending a written notice of revocation to Attention: General Counsel, VeriSign, Inc., 487 E. Middlefield Road, Mountain View, CA 94043 any time up to seven (7) days after you sign it. After the revocation period has passed, however, you may no longer revoke your Agreement.

7. **Entire Agreement**. This Agreement and the Change-in-Control and Retention Agreement are the entire agreement between you and the Company with respect to the subject matter herein and supersede all prior negotiations and agreements, whether written or oral, relating to this subject matter. You acknowledge that neither the Company nor its agents or attorneys, made any promise or representation, express or implied, written or oral, not contained in this Agreement to induce you to execute this Agreement. You acknowledge that you have signed this Agreement voluntarily and without coercion, relying only on such promises, representations and warranties as are contained in this document and understand that you do not waive any right or claim that may arise after the date this Agreement becomes effective.

8. **Modification**. By signing below, you acknowledge your understanding that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this Agreement, executed by your and the Company's authorized representatives.

9. **Governing Law**. This Agreement is governed by, and is to be interpreted according to, the laws of the State of California.

10. **Savings and Severability Clause**. Should any court, arbitrator or government agency of competent jurisdiction declare or determine any of the provisions of this Agreement to be illegal, invalid or unenforceable, the remaining parts, terms or provisions shall not be affected thereby and shall remain legal, valid and enforceable. Further, if a court, arbitrator or agency concludes that any claim under paragraph 1 above may not be released as a matter of law, the General Release in paragraph 1 and the Waiver Of Unknown Claims in paragraph 2 shall otherwise remain effective as to any and all other claims.

11. **Effective Date**. The effective date of this Agreement shall be the eighth day following the date this Agreement was signed, without having been revoked within seven (7) days thereafter, by you.

PLEASE SIGN THIS AGREEMENT NO EARLIER THAN YOUR TERMINATION DATE (AS DEFINED IN THE CHANGE-IN-CONTROL AND RETENTION AGREEMENT) AND RETURN IT TO THE GENERAL COUNSEL AT THE COMPANY.

PLEASE REVIEW CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

REVIEWED, UNDERSTOOD AND AGREED:

____ Date: __________
[Name]

DO NOT SIGN PRIOR TO THE TERMINATION DATE

CHANGE-IN-CONTROL AND RETENTION AGREEMENT FOR THE

CHIEF EXECUTIVE OFFICER

This Change-in-Control and Retention Agreement for the Chief Executive Officer (the "Agreement") is made and entered into as of August 17, 2009, by and between VeriSign, Inc., a Delaware corporation, and Mark McLaughlin (the "Executive").

RECITALS

WHEREAS, the Executive is a key employee of the Company who possesses valuable proprietary knowledge of the Company, its business and operations and the markets in which the Company competes;

WHEREAS, the Company draws upon the knowledge, experience, expertise and advice of the Executive to manage its business for the benefit of the Company's stockholders;

WHEREAS, the Company desires to standardize its executive Change-in-Control arrangements;

WHEREAS, the Company recognizes that if a Change-in-Control were to occur, the resulting uncertainty regarding the consequences of such an event could adversely affect the performance of, and the Company's ability to attract and retain, its key employees, including the Executive;

WHEREAS, the Company believes that the existence of this Agreement will serve as an incentive to Executive to remain in the employ of the Company and to be focused and motivated to work to maximize the value of the Company for the benefit of its stockholders, and would enhance the Company's ability to call on and rely upon Executive if a Change-in-Control were to occur; and

WHEREAS, the Company and the Executive desire to enter into this Agreement to encourage the Executive to continue to devote the Executive's full attention and dedication to the success of the Company, and to provide specified compensation and benefits to the Executive in the event of a Termination Upon Change-in-Control pursuant to the terms of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to provide specified compensation and benefits to the Executive in the event of Termination Upon Change-in-Control of Executive. Subject to the terms of any applicable written employment agreement between Company and the Executive, either the Executive or Company may terminate the Executive's employment at any time for any reason.

2. TERMINATION UPON CHANGE OF CONTROL

In the event of the Executive's Termination Upon Change-in-Control, the Executive shall be entitled to the benefits described below in this Section 2. In addition if during the twenty-four (24) months following a Change-in-Control Executive dies, or terminates employment due to Disability, then Executive, or Executive's estate or designated beneficiary, shall receive the benefits provided under Section 2.3 below.

2.1 Prior Obligations.

2.1.1 Accrued Salary and Vacation. A lump sum payment of all salary and accrued vacation earned through the Termination Date.

2.1.2 Accrued Bonus. A lump sum payment of any earned and unpaid bonus from the prior fiscal year previously awarded by the Company.

2.1.3 Expense Reimbursement. Upon submission of proper expense reports by the Executive, the Company shall reimburse the Executive for all expenses incurred by the Executive, consistent with past practices, in connection with the business of the Company prior to the Executive's Termination Date.

2.1.4 Employee Benefits. Benefits, if any, under any 401(k) plan, nonqualified deferred compensation plan, employee stock purchase plan and other Company benefit plans under which the Executive may be entitled to benefits, payable pursuant to the terms of such plans.

2.2 Cash Severance Benefits. A lump sum equal to the sum of (i) a pro rata portion of Executive's target bonus for the fiscal year of the Company in which the Termination Upon Change-in-Control occurs, (ii) twenty-four (24) months of Executive's Base Salary, and (iii) 200% of the Executive's average target bonus for the three (3) fiscal years of the Company preceding the fiscal year in which Termination Upon Change-in-Control occurs or, if Executive was employed by the Company for fewer than three (3) full fiscal years preceding the fiscal year in which the Termination Upon Change-in-Control occurs, 200% of the average target bonus for the number of full fiscal years Executive was employed by the Company prior to the Change-in-Control) or 200% of the target bonus for the fiscal year in which the Termination Upon Change-in-Control occurs if the Executive was not eligible to receive a bonus from the Company during any of the prior three (3) fiscal years. This lump sum amount shall be paid no later than sixty (60) days after the Termination Date of the Termination Upon Change-in-Control.

2.3 Acceleration of Equity Awards. All then unvested and outstanding Equity Awards granted to Executive prior to the Change-in-Control shall have their vesting and exercisability accelerated in full on the Termination Date of the Termination Upon Change-in-Control; provided, however, that notwithstanding any provision in this Agreement to the contrary, if the Equity Awards held by the

Executive are not assumed upon a Change-in-Control, then all such Equity Awards shall have their vesting and exercisability accelerated in full immediately prior to the Change-in-Control regardless of whether there is a Termination Upon Change-in-Control. If the consideration to be received by stockholders of the Company in connection with the Change-in-Control consists of substantially all cash, then all such Equity Awards shall have their vesting and exercisability accelerated in full immediately prior to the Change-in-Control regardless of whether there is a Termination Upon Change-in-Control.

2.4 Extended Insurance Benefits.

2.4.1 Benefit Continuation. If the Executive timely elects health insurance continuation coverage under COBRA, then the Company shall provide Executive and Executive's dependents, at the Company's expense, twenty-four (24) months of the Company's health insurance coverage as in effect for such person immediately prior to the Termination Upon Change-in-Control. The date of the "qualifying event" for the Executive and any of Executive's dependents shall be the date of the Termination Upon Change-in-Control.

2.4.2 Coverage Under Another Plan. Notwithstanding the preceding provisions of this Section 2.4, upon the Executive becoming covered as a primary insured (that is, not as a beneficiary under a spouse's or partner's plan) under another employer's group health plan during the period provided for herein, the Executive promptly shall inform the Company and the Company's obligations under this Section 2.4.2 shall cease.

3. FEDERAL EXCISE TAX UNDER SECTION 280G

If (i) any amounts payable to the Executive under this Agreement or otherwise are characterized as excess parachute payments pursuant to Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) the Executive thereby would be subject to any United States federal excise tax due to that characterization, then Executive's termination benefits hereunder will be payable, at Executive's election, either in full or in such lesser amount as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in Executive's receipt on an after-tax basis of the greatest amount of termination and other benefits. The determination of any reduction required pursuant to this section (including the determination as to which specific payments shall be reduced) shall be made by a neutral party designated by the Company and such determination shall be conclusive and binding upon the Company or any related corporation for all purposes.

4. DEFINITIONS

4.1 Capitalized Terms Defined. Capitalized terms used in this Agreement shall have the meanings set forth in this Section 4, unless the context clearly requires a different meaning.

4.2 “Base Salary” means the base salary of the Executive immediately preceding the Executive’s Termination Date.

4.3 “Board” means the Company’s Board of Directors.

4.4 “Cause” means:

(a) Executive’s willful and continued failure to substantially perform Executive’s duties after written notice providing Executive with ninety (90) days from the date of Executive’s receipt of such notice in which to cure;

(b) conviction of (or plea of guilty or no contest to) Executive for a felony involving moral turpitude;

(c) Executive’s willful misconduct or gross negligence resulting in material harm to the Company; or

(d) Executive’s willful violation of the Company’s policies resulting in material harm to the Company.

4.5 “Change-in-Control” means:

(a) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “***Exchange Act***”)), other than a trustee or other fiduciary holding securities of the Company under an employee benefit plan of the Company or its subsidiaries, becomes the “beneficial owner” (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly (excluding, for purposes of this Section 4.5, securities acquired directly from the Company), of securities of the Company representing at least thirty-five percent (35%) of (A) the then-outstanding shares of common stock of the Company or (B) the combined voting power of the Company’s then-outstanding securities;

(b) the consummation of a merger or consolidation, or series of related transactions, which results in the voting securities of the Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), directly or indirectly, at least fifty (50%) percent of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(c) a change in the composition of the Board occurring within a 24-month period, as a result of which fewer than a majority of the Directors are Incumbent Directors;

(d) the sale or disposition of all or substantially all of the Company’s assets (or consummation of any transaction, or series of related transactions, having similar effect); or

(e) stockholder approval of the dissolution or liquidation of the Company.

4.6 “Company” means VeriSign, Inc. and, following a Change-in-Control, any Successor.

4.7 “Director” means a member of the Board.

4.8 “Disability” shall have the meaning given such term under Section 409A of the Code.

4.9 “Equity Award” shall mean any option, restricted stock award, restricted stock unit award, stock appreciation right or other equity award to acquire shares of the Company’s common stock granted or issued to the Executive.

4.10 “Good Reason” means the occurrence of any of the following conditions, without Executive’s written consent:

(a) a change in the Executive’s authority, duties or responsibilities that is inconsistent in any material and adverse respect from the Executive’s authority, duties and responsibilities immediately preceding the Change-in-Control;

(b) a reduction in Executive’s base salary compared to Executive’s base salary immediately preceding the Change-in-Control, except for an across-the-board reduction of not more than ten percent (10%) of base salary applicable to all senior executives of the Company;

(c) a reduction in Executive’s bonus opportunity of five percent (5%) or more from Executive’s bonus opportunity immediately preceding the Change-in-Control, except for an across-the-board reduction applicable to all senior executives of the Company;

(d) a failure to provide Executive with long-term incentive opportunities that in the aggregate are at least comparable to the long-term incentives provided to other senior executives at the Company;

(e) a reduction of at least 5% in aggregate benefits that Executive is entitled to receive under all employee benefit plans of the Company following a Change-in-Control compared to the aggregate benefits Executive was eligible to receive under all employee benefit plans maintained by the Company immediately preceding the Change-in-Control; or

(f) a requirement that Executive be based at any office location more than 40 miles from Executive’s primary office location immediately preceding the Change-in-Control, if such relocation increases Executive’s commute by more than ten (10) miles from Executive’s principal residence immediately preceding the Change-in-Control; or

(g) the failure of the Company to obtain the assumption of this Agreement from any Successor as provided in Section 12.1 of this Agreement.

4.11 "Incumbent Directors" shall mean Directors who either (i) are Directors as of the date hereof, or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

4.12 "Successor" means any successor to the Company or assignee of substantially all of the Company's business and/or assets whether or not as part of a Change-in-Control.

4.13 "Termination Date" means the effective date of any termination of Executive's employment with the Company or a Successor.

4.14 "Termination Upon Change-in-Control" means (i) during the twenty-four (24) months following the consummation of a Change-in-Control any termination of the employment of the Executive by the Company without Cause, or any resignation by the Executive for Good Reason; or (ii) any termination of the employment of the Executive by the Company without Cause occurring within six (6) months prior to the consummation of such Change-in-Control that is requested by a third party as part of such Change-in-Control. Executive must provide written notice to the Company within ninety (90) days of the existence of Good Reason and provide the Company with at least thirty (30) days to cure the circumstances giving rise to Good Reason.

5. RELEASE OF CLAIMS

Executive's receipt of payments and benefits under this Agreement is conditioned upon the delivery by Executive of a signed Termination Release Agreement in substantially the form attached hereto as Exhibit A; provided, however, that the Executive shall not be required to release any rights the Executive may have to be indemnified by the Company.

6. EXCLUSIVE REMEDY

The Executive shall be entitled to no other termination, severance or change of control compensation, benefits, or other payments from the Company as a result of any Termination Upon a Change-in-Control with respect to which the payments and/or benefits described in Section 2 have been provided to the Executive, except as expressly set forth in this Agreement.

7. CONFLICT IN BENEFITS; NONCUMULATION OF BENEFITS

7.1 No Limitation of Regular Benefit Plans. Except as provided in Section 7.2 below, this Agreement is not intended to and shall not affect, limit or terminate any plans, programs or arrangements of the Company that are regularly made available to a significant number of employees or officers of the Company, including without limitation the Company's equity incentive plans.

7.2 Noncumulation of Benefits. Executive may not cumulate cash severance payments, vesting acceleration of any Equity Award or other termination benefits under this Agreement with those provided under any other written agreement with the Company and/or other plan or policy of the Company. If the Executive has any other binding written agreement or other binding arrangement with the Company that provides that upon a Change-in-Control or termination of employment the Executive shall receive benefits, then Executive must waive Executive's rights to such other benefits to receive benefits under this Agreement.

8. PROPRIETARY AND CONFIDENTIAL INFORMATION

Executive's receipt of the payments and benefits described in this Agreement are conditioned upon the Executive's acknowledgment of Executive's continuing obligation under, and Executive's agreement to abide by the terms and conditions of, the Company's Confidentiality and/or Proprietary Rights Agreement between the Executive and the Company. Accordingly, during the term of this Agreement and following any Termination Upon Change-in-Control, Executive agrees to continue to abide by the terms and conditions of the Company's Confidentiality and/or Proprietary Rights Agreement between the Executive and the Company.

9. NON-SOLICITATION/NON-COMPETITION

For a period of one (1) year following Termination Upon Change-in-Control: (i) the Executive will not solicit the services or business of any employee or consultant of the Company to discontinue that person's or entity's relationship with or to the Company without the written consent of the Company; and (ii) the Executive will not engage (whether as an employee, director, or independent contractor) in a business in which the Company or any subsidiary of the Company is engaged immediately prior to the Change-in-Control.

10. RESOLUTION OF DISPUTES THROUGH ARBITRATION OR THE COURTS

10.1 Matters Subject to Arbitration or Judicial Enforcement. Any claim, dispute or controversy arising out of this Agreement, the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration by a sole arbitrator under the rules of the American Arbitration Association; provided, however, that (1) the arbitrator shall have no authority to make any ruling or judgment that would confer any rights with respect to the trade secrets, confidential and proprietary information or other intellectual property of the Company upon the Executive or any third party; and

(2) this arbitration provision shall not preclude the Company from seeking legal and equitable relief from any court having jurisdiction with respect to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's intellectual property or breach of Executive's obligations under Sections 8 and 9 of this Agreement. Judgment may be entered on the award of the arbitrator in any court having jurisdiction.

10.2 Site of Arbitration. The site of the arbitration proceeding shall be in Santa Clara County, California.

10.3 Legal Fees and Expenses. The Company shall reimburse the Executive for all reasonable legal fees and expenses that Executive incurs in connection with Executive's prosecution or defense of any breach of this Agreement unless Executive does not substantially prevail. Executive shall reimburse the Company for all reasonable legal fees and expenses that the Company incurs in connection with the Company's prosecution or defense of any breach of this Agreement unless the Company does not substantially prevail.

11. NOTICES

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by mail or courier with appropriate evidence of mailing or delivery to the courier:

(i) if to the Company: VeriSign, Inc.
487 East Middlefield Road
Mountain View, California 94043
Attention: General Counsel

and, (ii) if to the Executive, at the address indicated in the Executive's personnel file or such other address specified by the Executive in writing to the Company. Either party may provide the other with notices of change of address, which shall be effective upon receipt.

12. MISCELLANEOUS PROVISIONS

12.1 Heirs and Representatives of the Executive; Successors and Assigns of the Company. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devises and legatees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Company. The Company agrees that in connection with any Change-in-Control, it will cause any Successor unconditionally to assume by written instrument delivered to Executive (or Executive's beneficiary), all of the obligations of the Company hereunder. For purposes of the foregoing, and notwithstanding any provision of this Agreement to the contrary, the date on which any such Change-in-Control becomes effective shall be deemed the date Termination Upon Change-in-Control occurs.

12.2 No Assignment of Rights. The interest of the Executive in this Agreement or in any distribution to be made under this Agreement may not be assigned, pledged, alienated, anticipated, or otherwise encumbered (either at law or in equity) and shall not be subject to attachment, bankruptcy, garnishment, levy, execution, or other legal or equitable process. Any act in violation of this Section 12.2 shall be void.

12.3 Amendment; Waiver. Any provision of this Agreement may be modified or amended in the sole discretion of a majority of the Board; provided however that any modification or amendment detrimental to Executive shall not be effective if consummation of a Change-in-Control occurs within one year after the date of adoption of such modification or amendment. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

12.4 Entire Agreement. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein (whether oral or written and whether express or implied) and expressly supersedes any existing agreement or understanding providing for any change control, severance, termination or similar benefits by and between the Executive and the Company.

12.5 Withholding Taxes; Section 409A. All payments made under this Agreement shall be subject to reduction to reflect all federal, state, local and other taxes required to be withheld by applicable law. Notwithstanding any provision in Section 2 to the contrary, to the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with Executive's termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code, and (ii) Executive is deemed at the time of such termination of employment to be a "specified" employee under Section 409A of the Code, then such payment shall not be made or commence until the earliest of (i) the expiration of the six (6)-month period measured from the date of Executive's "separation from service" (as such term is at the time defined in Treasury Regulations under Section 409A of the Code) with the Company; (ii) the date of Executive's Disability; or (iii) the date of Executive's death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including (without limitation) the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum.

12.6 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

12.7 Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without regard to where the Executive has Executive's residence or principal office or where Executive performs Executive's duties hereunder.

12.8 Effective Date; Term of Agreement.

12.8.1 Effective Date. The "Effective Date" of this Agreement is August 17, 2009.

12.8.2 Term of Agreement. This Agreement shall commence on the Effective Date and shall have an initial term that shall extend until August 24, 2010. Thereafter, this Agreement shall be extended automatically without further action as of August 24, 2010, and on each anniversary thereafter, for terms of one year unless at least ninety (90) days prior to any such date the Board shall notify Executive in writing of such non-renewal, such notice of non-renewal to be provided by the Board to the Executive at least ninety (90) days before the end of the then current term. If the written notice of non-renewal is not provided by the Board to the Executive before the last ninety (90) days of a term then the Agreement will not terminate until the end of the immediately subsequent term. Any termination of this Agreement shall not be effective if consummation of a Change-in-Control occurs within one year after such requested Agreement termination date. Notwithstanding the foregoing, following the occurrence of a Change-in-Control this Agreement shall terminate only at such time as all of the parties' respective obligations under this Agreement have been discharged.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

EXECUTIVE

/s/ Mark D. McLaughlin
Mark McLaughlin

VERISIGN, INC.

By: /s/ D. James Bidzos
Title: Executive Chairman

EXHIBIT A

TERMINATION RELEASE AGREEMENT

As required by the Change-in-Control and Retention Agreement for the Chief Executive Officer, dated August 17, 2009, between you and VeriSign, Inc., a Delaware corporation (the "***Change-in-Control and Retention Agreement***") to which this Termination Release Agreement (the "***Agreement***") is attached as **Exhibit A**, this Agreement sets forth below your waiver and release of claims in favor of VeriSign, Inc., and its officers, directors, employees, agents, representatives, subsidiaries, divisions, affiliated companies, successors, and assigns (collectively, the "***Company***") in exchange for the consideration provided for under the terms of the Change-in-Control and Retention Agreement.

1. General Release and Waiver of Claims.

(a) The payments set forth in the Change-in-Control and Retention Agreement fully satisfy any and all accrued salary, vacation pay, bonus and commission pay, stock-based compensation, profit sharing, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company or your termination of employment. You acknowledge that you have no claims and have not filed any claims against the Company based on your employment with or the separation of your employment with the Company.

(b) To the fullest extent permitted by law, you hereby release and forever discharge the Company, its successors, subsidiaries and affiliates, directors, shareholders, current and former officers, agents and employees (all of whom are collectively referred to as "***Releasees***") from any and all existing claims, demands, causes of action, damages and liabilities, known or unknown, that you ever had, now have or may claim to have had arising out of or relating in any way to your employment or non-employment with the Company through the Effective Date of this Agreement (as defined in Section 11), including, without limitation, claims based on any oral, written or implied employment agreement, claims for wages, bonuses, commissions, stock-based compensation, expense reimbursement, and any claims that the terms of your employment with the Company, or the circumstances of your separation, were wrongful, in breach of any obligation of the Company or in violation of any of your rights, contractual, statutory or otherwise. Each of the Releasees is intended to be a third party beneficiary of this General Release and Waiver of Claims.

(i) Release of Statutory and Common Law Claims. Such rights include, but are not limited to, your rights under the following federal and state statutes: the Employee Retirement Income Security Act (ERISA) (regarding employee benefits); the Occupational Safety and Health Act (safety matters); the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Act (WARN) (notification requirements for employers who are curtailing or

closing an operation) and common law; tort; wrongful discharge; public policy; workers' compensation retaliation; tortious interference with contractual relations, misrepresentation, fraud, loss of consortium; slander, libel, defamation, intentional or negligent infliction of emotional distress; claims for wages, bonuses, commissions, stock-based compensation or fringe benefits; vacation pay; sick pay; insurance reimbursement, medical expenses, and the like.

(ii) Release of Discrimination Claims. You understand that various federal, state and local laws prohibit age, sex, race, disability, benefits, pension, health and other forms of discrimination, harassment and retaliation, and that these laws can be enforced through the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, and similar state and local agencies and federal and state courts. You understand that if you believe your treatment by the Company violated any laws, you have the right to consult with these agencies and to file a charge with them. Instead, you have decided voluntarily to enter into this Agreement, release the claims and waive the right to recover any amounts to which you may have been entitled under such laws, including but not limited to, any claims you may have based on age or under the Age Discrimination in Employment Act of 1967 (ADEA; 29 U.S.C. Section 621 et. seq.) (age); the Older Workers Benefit Protection Act (OWBPA) (age); Title VII of the Civil Rights Act of 1964 (race, color, religion, national origin or sex); the 1991 Civil Rights Act; the Vocational Rehabilitation Act of 1973 (disability); The Americans with Disabilities Act of 1990 (disability); 42 U.S.C. Section 1981, 1986 and 1988 (race); the Equal Pay Act of 1963 (prohibits pay differentials based on sex); the Immigration Reform and Control Act of 1986; Executive Order 11246 (race, color, religion, sex or national origin); Executive Order 11141 (age); Vietnam Era Veterans Readjustment Assistance Act of 1974 (Vietnam era veterans and disabled veterans); and California state statutes and local laws of similar effect.

(iii) Releasees and you do not intend to release claims which you may not release as a matter of law (including, but not limited to, indemnification claims under applicable law). To the fullest extent permitted by law, any dispute regarding the scope of this general release shall be determined by an arbitrator under the procedures set forth below.

2. **Waiver of Unknown Claims**. You expressly waive any benefits of Section 1542 of the Civil Code of the State of California (and any other laws of similar effect), which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3. **Covenant Not to Sue.**

(a) To the fullest extent permitted by law, you agree that you will not now or at any time in the future pursue any charge, claim, or action of any kind, nature and character whatsoever against any of the Releasees, or cause or knowingly permit any such charge, claim or action to be pursued, in any federal, state or municipal court, administrative agency, arbitral forum, or other tribunal, arising out of any of the matters covered by paragraphs 1 and 2 above.

(b) You further agree that you will not pursue, join, participate, encourage, or directly or indirectly assist in the pursuit of any legal claims against the Releasees, whether the claims are brought on your own behalf or on behalf of any other person or entity.

(c) Nothing herein prohibits you from: (1) providing truthful testimony in response to a subpoena or other compulsory legal process, and/or (2) filing a charge or complaint with a government agency such as the Equal Employment Opportunity Commission, the National Labor Relations Board or applicable state anti-discrimination agency.

4. **Arbitration of Disputes**. Except for claims for injunctive relief arising out of a breach of the Confidentiality Agreement, you and the Company agree to submit to mandatory binding arbitration any disputes between you and the Company arising out of or relating to this Agreement. You agree that the American Arbitration Association will administer any such arbitration(s) under its National Rules for the Resolution of Employment Disputes, with administrative and arbitrator's fees to be borne by the Company. The arbitrator shall issue a written arbitration decision stating his or her essential findings and conclusions upon which the award is based. The parties agree that the arbitration award shall be enforceable in any court having jurisdiction to enforce this Agreement. This Agreement does not extend or waive any statutes of limitations or other provisions of law that specify the time within which a claim must be brought. Notwithstanding the foregoing, each party retains the right to seek preliminary injunctive relief in a court of competent jurisdiction to preserve the status quo or prevent irreparable injury before a matter can be heard in arbitration.

5. **Review of Agreement**. You may take up to twenty-one (21) days from the date you receive this Agreement, to consider whether to sign this Agreement. By signing below, you affirm that you were advised to consult with an attorney before signing this Agreement and were given ample opportunity to do so. You understand that this Agreement will not become effective until you return the original of this Agreement, properly signed by you, to the Company, Attention: General Counsel, and after expiration of the revocation period without revocation by you.

6. **Revocation of Agreement.** You acknowledge and understand that you may revoke this Agreement by sending a written notice of revocation to Attention: General Counsel, VeriSign, Inc., 487 E. Middlefield Road, Mountain View, CA 94043 any time up to seven (7) days after you sign it. After the revocation period has passed, however, you may no longer revoke your Agreement.

7. **Entire Agreement**. This Agreement and the Change-in-Control and Retention Agreement are the entire agreement between you and the Company with respect to the subject matter herein and supersede all prior negotiations and agreements, whether written or oral, relating to this subject matter. You acknowledge that neither the Company nor its agents or attorneys, made any promise or representation, express or implied, written or oral, not contained in this Agreement to induce you to execute this Agreement. You acknowledge that you have signed this Agreement voluntarily and without coercion, relying only on such promises, representations and warranties as are contained in this document and understand that you do not waive any right or claim that may arise after the date this Agreement becomes effective.

8. **Modification**. By signing below, you acknowledge your understanding that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this Agreement, executed by your and the Company's authorized representatives.

9. **Governing Law**. This Agreement is governed by, and is to be interpreted according to, the laws of the State of California.

10. **Savings and Severability Clause**. Should any court, arbitrator or government agency of competent jurisdiction declare or determine any of the provisions of this Agreement to be illegal, invalid or unenforceable, the remaining parts, terms or provisions shall not be affected thereby and shall remain legal, valid and enforceable. Further, if a court, arbitrator or agency concludes that any claim under paragraph 1 above may not be released as a matter of law, the General Release in paragraph 1 and the Waiver Of Unknown Claims in paragraph 2 shall otherwise remain effective as to any and all other claims.

11. **Effective Date**. The effective date of this Agreement shall be the eighth day following the date this Agreement was signed, without having been revoked within seven (7) days thereafter, by you.

PLEASE SIGN THIS AGREEMENT NO EARLIER THAN YOUR TERMINATION DATE (AS DEFINED IN THE CHANGE-IN-CONTROL AND RETENTION AGREEMENT FOR THE CHIEF EXECUTIVE OFFICER) AND RETURN IT TO THE GENERAL COUNSEL AT THE COMPANY.

PLEASE REVIEW CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

REVIEWED, UNDERSTOOD AND AGREED:

______________________________ Date: __________
Mark McLaughlin

DO NOT SIGN PRIOR TO THE TERMINATION DATE

EXHIBIT 10.05

CONFIDENTIAL TREATMENT REQUESTED

ACQUISITION AGREEMENT

BY AND AMONG

VERISIGN, INC.,
a Delaware corporation,

VERISIGN S.À.R.L.,

VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA,

VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD.,

VERISIGN SERVICES INDIA PRIVATE LIMITED,

AND

SYNIVERSE HOLDINGS, INC.,
a Delaware corporation

DATED AS OF AUGUST 24, 2009

*** Note: Confidential treatment has been requested with respect to the information contained within the [***] marking. Such portions have been omitted from this filing and have been filed separately with the Securities and Exchange Commission.

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Exhibit E:	Working Capital Calculation Principles
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ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT is dated as of August 24, 2009 between VERISIGN, INC., a Delaware corporation, acting on its own behalf and on behalf of Additional VeriSign Sellers ("**VeriSign**" or "**Seller**"), VERISIGN S.À.R.L., a Swiss société à responsabilité limitée, VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA, a limited liability company incorporated under the laws of Brazil, State of Sao Paulo, VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD., a wholly foreign-owned enterprise established in the Dongcheng district and formed under the laws of the People's Republic of China, VERISIGN SERVICES INDIA PRIVATE LIMITED., a company limited by shares incorporated under the Companies Act 1956 and existing under the laws of India (collectively, the "**Seller Subsidiaries**"), and SYNIVERSE HOLDINGS, INC., a Delaware corporation ("**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller beneficially owns all of the equity interests of VeriSign ICX Corporation, a Delaware corporation ("**ICX**");

WHEREAS, Seller beneficially owns and operates (directly and/or through ICX and the Seller Subsidiaries) the Business (as defined below); and

WHEREAS, Seller and Seller Subsidiaries wish to transfer to Purchaser or its designated wholly owned Subsidiaries (as defined below), and Purchaser wishes to purchase and assume (or cause its designated wholly owned Subsidiaries to purchase and assume), the Shares, the Transferred Assets and the Assumed Liabilities (each as defined below) from Seller and the Seller Subsidiaries, all upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"**Action**" means any litigation, action, claim, subpoena, suit, investigation, complaint, originating application to an employment tribunal, binding arbitration or proceeding.

"**Additional VeriSign Sellers**" means VeriSign UK Limited, a limited liability company under the laws of England and Wales, VeriSign Australia (Pty) Limited, an Australian proprietary limited liability company and VeriSign Hong Kong Limited, a private company limited by shares formed under the laws of Hong Kong.

"**Affiliate**" means, with respect to any specified Person, any other Person who or that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"**Agreement**" means this Agreement, including the Seller Disclosure Schedule and all Exhibits and Schedules hereto and thereto, and all amendments hereto and thereto made in accordance with Section 11.09.

"**Ancillary Agreements**" means the Bill of Sale and Assignment and Assumption Agreement, any Foreign Acquisition Agreement, the Connectivity Services Agreement, the Intellectual Property License Agreement and the Transition Services Agreement.

"**Assumed Contracts**" means all those Material Contracts and other Contracts of Seller and/or a Seller Subsidiary that relate exclusively to the Business (including the Contribution Agreement and those Contracts entered into after the date hereof in accordance with Section 5.01 of this Agreement).

"**ATLAS Sublicense**" means the Software Sublicense Agreement between Purchaser and TNS, in substantially the form of Exhibit A.

"**Base Working Capital**" means $21,000,000.

"**Benefit Plan**" means (a) each "employee benefit plan," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), whether or not subject to ERISA, and (b) each employment, consulting, severance, termination, retirement, change in control, retention, incentive or deferred compensation, bonus, stock option or other equity based, vacation or holiday pay, dependent care assistance, excess benefit, salary continuation, medical, life or other insurance, pension, supplemental retirement, supplemental unemployment or other fringe benefit plan, policy, program, agreement, arrangement or commitment.

"**Bill of Sale and Assignment and Assumption Agreement**" means the Assignment and Assumption Agreement to be executed by the parties thereto on the Closing Date, in the form of Exhibit B.

"**Business**" means, collectively, the following businesses of ICX and business segments of Seller and the Seller Subsidiaries (each of the businesses described in the following clauses (a) through (d) is referred to as a "**Business Component**"):

(a) the Inter-Carrier Gateway business engaged in the provision of:

(i) the Metcalf™ Inter-Carrier SMS (ICSMS) services, which enable operators, through the Metcalf software platform, to offer text message delivery across networks, by allowing subscribers to send messages and handling the routing, messaging protocol conversion and reformatting needed to complete the delivery between incompatible networks;

(ii) the Inter-Carrier Multimedia Messaging Services (ICMMS) services, which enable carriers to offer to their subscribers MMS delivery across various networks, including by handling routing, protocol conversion, and reformatting;

(iii) the Open-Connectivity SMS (OCSMS) services, which enable operators to exchange SMS messages with other operators and their subscribers through an IP-based (SMPP) or SS7-based (GSM MAP) connection;

(b) the Premium Messaging Gateway business segment engaged in the provision of a managed infrastructure service (web-based tool) designed to help wireless service providers efficiently deliver premium "off-portal" content to their subscribers and facilitating a secure and seamless shortcode provisioning and approval process between third-party content aggregators or content providers and operators;

(c) the PictureMail / Integrated MMS business segment engaged in the provision of end-to-end MMS infrastructure and applications to Tier-1 and Tier-2 mobile operators, including (i) the VeriSign Multimedia Messaging Service Center (MMSC) platform for delivering MMS communications, (ii) carrier-branded Web/WAP portals, giving consumers a way to exchange, organize, store, and enhance photos and media, compose MMS messages, and purchase premium content; (iii) handset client software enabling carriers to optimize the user experience and increase consumer uptake with enhancements like full-resolution photo and video uploads, and (iv) a "Send To" framework, enabling consumers to send media to third-party destinations (the "**Picturemail Business**"); and

(d) the Mobile Enterprise Solutions business segment engaged in the provision of Mobile Enterprise Services (MES) messaging services through a standard rated messaging aggregation platform enabling businesses to send time and event-based messages and alerts domestically or internationally via text message, voice or email to customers and/or employees,

but excluding, in each of clauses (a) to (d) above: (i) Excluded Assets, (ii) Overhead and Shared Services, and (iii) any products and/or services provided by businesses of Seller and/or Seller Subsidiaries other than those listed in clauses (a) to (d) above, including the products and/or services provided by VeriSign's naming and directory services business (including services related to remediation and mitigation of incidents of denial of service), Secure Sockets Layer (SSL) business, identity and authentication services business (including services related to remediation and mitigation of incidents of fraud and professional consulting services related thereto), public key infrastructure business, communications services business, managed security services business, threat intelligence business, security consulting services business, content portal services business, and mobile delivery gateway business.

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York, USA.

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

"**Connectivity Services Agreement**" means an agreement between Purchaser, mQube and Seller containing the terms set forth in Section 5.19 of the Seller Disclosure Schedule and otherwise in a form reasonably satisfactory to Purchaser and Seller.

“**Consent**” means any approval, authorization, consent, order, license, declaration, permission, permit, qualification, exemption or waiver by any third party or Governmental Authority.

“**Contract**” means any contract, agreement, lease, ground lease, or commitment, license, sublicense, permit, mortgage, purchase order, indenture, loan agreement, note, lease, sublease, agreement, obligation, commitment, understanding, instrument or other arrangement or any commitment to enter into any of the foregoing to which ICX, Seller or any of its Subsidiaries is a party or by which any property of ICX, Seller or any Subsidiary of Seller is bound.

“**Contribution Agreement**” means that certain Assignment and Contribution Agreement, dated as of August 23, 2009, between Seller and ICX.

“**Control**” means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term “**Controlled**” shall have a correlative meaning.

“**Employee**” means each individual employed by VeriSign, ICX or a Seller Subsidiary in connection with the operation of the Business who is listed in Section 1.01(i) of the Seller Disclosure Schedule.

“**Environmental Law**” means any applicable Law relating to pollution or protection of the environment, natural resources, worker health and safety or human health and safety.

“**Environmental Permit**” means any permit, approval, license or other authorization required under any Environmental Law to conduct the Business as currently conducted and own the Transferred Assets.

“**Estimated Working Capital Adjustment**” means an amount (which may be positive or negative) equal to:

(a) if the Estimated Working Capital is greater than or equal to the Working Capital Floor but less than or equal to the Working Capital Ceiling, zero;

(b) if the Estimated Working Capital is greater than the Working Capital Ceiling, an amount equal to the Estimated Working Capital minus the Working Capital Ceiling; and

(c) if the Estimated Working Capital is less than the Working Capital Floor, an amount equal to the Estimated Working Capital minus the Working Capital Floor.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, together with the rules, regulations, schedules and forms thereunder.

“**Final Working Capital Adjustment**” means an amount (which may be positive or negative) equal to:

(a) if the Final Working Capital is greater than or equal to the Working Capital Floor but less than or equal to the Working Capital Ceiling, zero;

(b) if the Final Working Capital is greater than the Working Capital Ceiling, an amount equal to the Final Working Capital minus the Working Capital Ceiling; and

(c) if the Final Working Capital is less than the Working Capital Floor, an amount equal to the Final Working Capital minus the Working Capital Floor.

"**Governmental Authority**" means any U.S. or foreign, multinational, federal, state, provincial or local authority, legislative body, court, government or self-regulatory organization (including any stock exchange), commission, tribunal or organization, or any regulatory agency, or any political or other subdivision, department or branch of any of the foregoing.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"**Hazardous Materials**" means (a) petroleum, petroleum products, asbestos in any form that is friable or polychlorinated biphenyls and (b) any chemical, material or other substance regulated as hazardous or as a pollutant, contaminant or waste under any Environmental Law or that may otherwise serve as the basis for liability under Environmental Law.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder, each as amended from time to time.

"**ICX Assumed Liabilities**" means Assumed Liabilities as defined in the Contribution Agreement (except that all references to the Contribution Date in such definition shall be deemed to refer to the Closing).

"**ICX Excluded Liabilities**" means all Liabilities of ICX to the extent related to the conduct of the Business prior to the Closing, other than ICX Assumed Liabilities. ICX Excluded Liabilities include:

(a) any Indebtedness of ICX as of the Closing, except for accounts payable that are reflected in the Closing Statement;

(b) any Liability or obligation to the extent arising out of any Contract to which ICX is or was a party as a result of (i) any breach of, or performance required under, such Contract occurring prior to the Closing, or (ii) any violation of Law, breach of warranty, tort or infringement occurring prior to the Closing;

(c) any Liability related to any Employee or Seller Benefit Plan, except to the extent such Liability relates to a Transferred Employee and is assumed by Purchaser pursuant to Article VI; and

(d) any Liabilities in respect of Actions (including any Retained Litigation to which ICX is a party or is subject) to the extent arising from the conduct of the Business for any periods prior to the Closing.

"**ICX Intellectual Property**" means any Intellectual Property Rights owned by ICX including (a) those patents and patent applications listed in Section 1.01(ii)(a) of the Seller Disclosure Schedule; (b) those Trademarks (including any registrations and applications therefor) listed in Section 1.01(ii)(b) of the Seller Disclosure Schedule and any goodwill associated therewith; (c) domain names listed in Section 1.01(ii)(c) of the Seller Disclosure Schedule; (d) all trade secrets, copyrights, know-how and rights to other proprietary data and information owned by ICX as of the Closing; and (e) computer software (including source code and object code) and databases and related documentation owned by ICX as of the Closing, together (in each case) with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue for past, present and future infringement, misappropriation or other violation thereof, and all rights to recover damages or lost profits in connection therewith.

"**ICX Registered Intellectual Property**" means any ICX Intellectual Property that is issued, granted, or registered by or with any Governmental Authority or for which an application therefor has been filed with any Governmental Authority.

"**Indebtedness**" of any Person at any date means, without duplication, any obligations of such Person under the applicable governing documentation to pay principal, interest, penalties, fees, guarantees, reimbursements, damages, costs of unwinding and other liabilities with respect to (a) indebtedness for borrowed money, (b) indebtedness evidenced by bonds, debentures, notes or similar instruments, (c) leases that are capitalized in accordance with applicable generally accepted accounting principles under which such Person is the lessee, (d) the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), and (e) guarantees, or obligations in the nature of guarantees, of obligations described in clauses (a) through (d) above of any Person.

"**Intellectual Property License Agreement**" means the Intellectual Property License Agreement to be executed by the parties thereto on the Closing Date, in the form of Exhibit C.

"**Intellectual Property Rights**" means all intellectual property rights throughout the world, including all (a) patents (including all reissues, divisions, continuations, continuations in part, re-examinations and extensions thereof) and patent applications, (b) Trademarks (including registrations, applications and renewals therefor), including any goodwill associated therewith, (c) copyrights and other works of authorship and moral rights (including registrations, applications and renewals therefor), (d) trade secrets, know-how (including processes, methods, improvements, inventions, specifications, plans and protocols), rights to proprietary information, databases and data (including technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and (e) computer software (including source code and object code) and databases and related documentation.

"**Knowledge of Seller**" or "**Seller's Knowledge**" means the actual knowledge, without further inquiry, of the individuals listed in Section 1.01(a)(iii) of the Seller Disclosure Schedule.

"**Law**" means any law (including common law), statute, ordinance, regulation, rule, code or other requirement or rule enacted or promulgated by any Governmental Authority, including any Governmental Order.

"**Leased Real Property**" means all leasehold or sub-leasehold estates and other rights to use or occupy (i) the premises in Bangalore, India, to be made available to Purchaser pursuant to the Transition Services Agreement or any successor agreement with respect to such premises and (ii) any land, building, structures, improvements, or other interests in real property held by ICX, Seller or any Seller Subsidiary and relating exclusively to the Business, including the premises in Santa Cruz, California, to be made available to Purchaser pursuant to the Transition Services Agreement or any successor agreement with respect to such premises.

"**Liabilities**" means debts, liabilities, commitments and obligations (including guarantees and other forms of credit support), whether accrued or fixed, absolute or contingent, matured or unmatured, on- or off-balance sheet, including those arising under any Law or Action and those arising under any Contract or otherwise.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, security interest, deed of trust, encumbrance, claim, lien, license, lease or charge of any kind.

"**Losses**" means any and all realized losses, liabilities, claims, costs, fees, damages, judgments, settlements and expenses (including interest and penalties recovered by a third party with respect thereto and reasonable attorneys' fees and expenses, including reasonable expenses of investigation).

"**Material Adverse Effect**" means a material adverse effect on the operations, results of operations or financial condition of the Business, taken as a whole, but in each case shall not include the effect of events, changes and circumstances relating to (a) the industries and markets in which the Business operates, to the extent they do not have a disproportionately adverse effect on the Transferred Assets or the Business, (b) macroeconomic factors, interest rates, general financial market conditions, acts of God, war, terrorism or hostilities, to the extent they do not have a disproportionately adverse effect on the Transferred Assets or the Business, (c) changes in Law, US GAAP or official interpretations of the foregoing, (d) compliance with this Agreement, or (e) the transactions contemplated hereby or any announcement hereof or the identity of Purchaser; it being understood that the failure of the Business to achieve internal or external financial forecasts or projections, by itself, will not constitute a Material Adverse Effect.

"**Material Customer**" means each customer from which the Business received revenues exceeding $500,000 during the 12 months ended March 31, 2009.

"**Material Real Property Lease**" means any Real Property Leases for which the annual rental exceeds $500,000.

"**Material Vendor**" means each vendor to which the Business paid more than $500,000 in the aggregate in the most recent fiscal year of Seller.

"**mQube**" means mQube, Inc., which as of the date hereof is a wholly-owned Subsidiary of Seller.

"**Nasdaq**" means The Nasdaq Stock Market's National Market.

“**Overhead and Shared Services**” means ancillary corporate or shared services provided to or in support of the Business that are general corporate or other overhead services or provided to both (a) the Business and (b) other businesses of Seller and its Subsidiaries, including use of Intellectual Property Rights, travel and entertainment services, temporary labor services, office supplies services (including copiers and faxes), personal telecommunications services, computer hardware and software services, fleet services, energy/utilities services, procurement and supply arrangements, treasury services, public relations, legal and risk management services (including workers’ compensation), payroll services, sales and marketing support services, information technology and telecommunications services, accounting services, tax services, internal audit services, human resources and employee relations management services, employee benefits services, credit, collections and accounts payable services, logistics services, property management services, environmental support services and customs and excise services, in each case including services relating to the provision of access to information, operating and reporting systems and databases and all hardware and software or other intellectual property used in connection therewith. Overhead and Shared Services shall not include any item in the previous sentence that is (1) exclusive to ICX and/or the Business, rather than shared with any other line of business or the general corporate operations of Seller, and (2) provided solely by ICX or by using Transferred Employees and/or Transferred Assets.

“**Permits**” means all licenses, franchises, permits, approvals, authorizations, exemptions, certificates, registrations and similar documents or instruments issued by any Governmental Authority, excluding in all cases registrations or applications for Intellectual Property Rights.

“**Permitted Liens**” means (a) statutory Liens for Taxes that are not yet due or are being contested in good faith, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by Law, in each case, for amounts not yet due or that are being contested in good faith, (c) zoning, entitlement, building and land use regulations, customary covenants, defects of title, easements, rights-of-way, restrictions and other similar charges or encumbrances not, individually or in the aggregate, materially interfering with the use or occupancy of the affected property or the ordinary conduct of the Business thereon, (d) Liens that will be released prior to or as of the Closing, and (e) Liens listed in Section 1.01(iv) of the Seller Disclosure Schedule, but in all cases excluding any such Liens that (i) materially interfere with Purchaser’s use, or materially detract from the value of, or marketability of, the affected property or (ii) secure the payment of money.

“**Person**” means any natural person, general or limited partnership, corporation, limited liability company, firm, association, other legal entity, or Governmental Authority.

“**Purchase Price Adjustment**” means an amount (which may be positive or negative) equal to the Final Working Capital Adjustment minus the Estimated Working Capital Adjustment.

“**Purchaser Benefit Plan**” means each Benefit Plan sponsored, maintained or contributed to by Purchaser or any of its Subsidiaries or with respect to which Purchaser or any of its Subsidiaries is a party and in which any Employee is or becomes eligible to participate or derive a benefit.

"**Real Property Leases**" means all leases, subleases, licenses, concessions and other agreements relating exclusively to the Business, pursuant to which ICX, Seller or any Seller Subsidiary holds a leasehold or sub-leasehold estate in, or is granted the right to use or occupy, any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller or Seller Subsidiary thereunder.

"**Seller Benefit Plan**" means each Benefit Plan sponsored, maintained or contributed to by Seller or any of its Subsidiaries or with respect to which Seller or any of its Subsidiaries is a party and in which any Employee is or becomes eligible to participate or derive a benefit.

"**Seller Disclosure Schedule**" means the disclosure schedule delivered by Seller to Purchaser on the date hereof.

"**Shares**" means all equity interests owned by Seller in ICX.

"**Straddle Period**" means any Taxable period that includes, but does not end on, the Closing Date.

"**Subsidiary**" of any Person means any corporation, partnership, limited liability company, joint venture or other legal entity of which such Person owns, directly or indirectly, a majority of the stock or other equity interests the holders of which are generally entitled to vote for the election of or act as the board of directors or other governing body of such corporation or other legal entity, or of which such Person is a general partner or managing member.

"**Supplier Warranty Agreements**" means any express or implied warranty, guarantee of performance or similar agreement or obligation made by the manufacturer, supplier or seller of a Transferred Asset that by its terms or under applicable Law cannot be transferred in connection with the transfer of the relevant Transferred Asset.

"**Tax**" **or** "**Taxes**" means any and all taxes, charges, fees, levies, imposts, duties or other assessments of any kind whatsoever, imposed by or payable to any federal, state, provincial, local, or foreign tax authority, including any gross income, net income, alternative or add-on minimum, franchise, profits or excess profits, gross receipts, estimated, capital, goods, services, documentary, use, transfer, ad valorem, business rates, value added, sales, customs, real or personal property, capital stock, license, payroll, withholding or back-up withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, occupancy, transfer or gains taxes, together with any interest, penalties, additions to tax or additional amounts imposed with respect thereto. The term "Taxable" shall have a correlative meaning.

"**Tax Returns**" means all returns, reports (including declarations, disclosures, schedules, estimates and information returns) and other information required to be supplied to a Tax authority relating to Taxes.

"**TNS**" means Transaction Network Services, Inc.

"**Trademarks**" means rights to trademarks, service marks, brand names, distinguishing guises, trade dress, logos, designs, trade names, words, symbols, color schemes, business names, internet domain names and other indications of origin.

"**Transactions**" means the transactions contemplated herein and in the Ancillary Agreements, including (a) the sale of the Shares and the Transferred Assets by Seller or any Seller Subsidiary to Purchaser, (b) the assumption of the Assumed Liabilities by Purchaser and (c) the performance by Seller, Seller Subsidiaries and Purchaser of their respective obligations under this Agreement and the Ancillary Agreements.

"**Transfer Taxes**" means all goods, services, excise, sales, use, real or personal property, gross receipt, withholding, documentary, value added, stamp, registration, filing, recordation and all other similar Taxes or other like charges, together with interest, penalties or additional amounts imposed with respect thereto.

"**Transferred Equipment**" means fixtures, computer servers and other equipment and other interests in tangible personal property owned by VeriSign or a Seller Subsidiary, and (a) exclusively used in the Business, (b) listed in Section 1.01(v)(a) of the Seller Disclosure Schedule, or (c) located on the Leased Real Property in Santa Cruz, California and not listed in Section 1.01(v)(b) of the Seller Disclosure Schedule, excluding in all cases any Intellectual Property Rights covering, embodied in or connected to any of the foregoing (other than, in the case of computer programs or databases, where Purchaser has provided evidence reasonably satisfactory to Seller that Purchaser holds a license to (or otherwise has the right to use) such computer programs or databases). For the avoidance of doubt, the equipment listed on Section 1.01(v)(b) of the Seller Disclosure Schedule shall be retained by VeriSign or a Seller Subsidiary and shall not be deemed Transferred Equipment.

"**Transferred Intellectual Property**" means (a) those patents and patent applications listed in Section 1.01(vi)(a) of the Seller Disclosure Schedule; (b) those Trademarks (including any registrations and applications therefor) listed in Section 1.01(vi)(b) of the Seller Disclosure Schedule and any goodwill associated therewith; (c) domain names listed in Section 1.01(vi)(c) of the Seller Disclosure Schedule; (d) all Transferred Software; and (e) all trade secrets, copyrights, know-how and rights to other proprietary data and information owned by Seller or any of the Seller Subsidiaries as of the Closing and used exclusively in connection with the Business, together (in each case) with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue for past, present and future infringement, misappropriation or other violation thereof, and all rights to recover damages or lost profits in connection therewith.

"**Transferred Registered Intellectual Property**" means any Transferred Intellectual Property that is issued, granted, or registered by or with any Governmental Authority or for which an application therefor has been filed with any Governmental Authority.

"**Transferred Software**" means all computer programs and databases that are owned by Seller or any Seller Subsidiary and used exclusively in connection with the Business including as listed in Section 1.01(vii) of the Seller Disclosure Schedule, and any firmware resident in any Transferred Equipment.

"**Transition Services Agreement**" means the Transition Services Agreement to be executed by the parties thereto on the Closing Date, in the form of Exhibit D.

"**US GAAP**" means, at any time, generally accepted accounting principles in the United States in effect as of such time.

“Vendor” means Seller’s (or Seller’s Subsidiary’s) counterpart(y)(ies) to a Vendor Shared Contract.

“**Working Capital**” means, as of any given date, an amount calculated as of such date, prior to the application of purchase accounting and without giving effect to the impact of the Transactions, by subtracting (a) the amount of current liabilities of the Business included in the Assumed Liabilities or the ICX Assumed Liabilities as of that date from (b) the amount of current assets (excluding cash and cash equivalents, other than accounts receivable) of the Business included in the Transferred Assets or the assets of ICX as of that date, in each case calculated on a basis consistent with the Calculation Principles and the format set forth in Exhibit E.

“**Working Capital Ceiling**” means an amount equal to the Base Working Capital plus $500,000.

“**Working Capital Floor**” means an amount equal to the Base Working Capital minus $500,000.

SECTION 1.02. Other Defined Terms. The following terms have the meanings defined for such terms in the Sections set forth below:

Term	Section
Accounting Arbitrator	Section 2.04(d)
Acquiring Person	Section 5.16
Acquiring Person Subsidiary	Section 5.16
Allocation Schedule	Section 2.03(d)
Assumed Liabilities	Section 2.02(a)
Antitrust Extension Decision	Section 5.04(e)
Base Purchase Price	Section 2.03(a)
Business Confidential Information	Section 5.03(b)
Calculation Principles	Section 2.04(a)
Claim Notice	Section 10.02(a)
Closing	Section 2.05
Closing Date	Section 2.05
Closing Statement	Section 2.04(a)
Communications Regulatory Authorities	Section 3.08(b)
Competitive Business	Section 5.17(a)
Confidentiality Agreement	Section 5.03(a)
Coverage Period	Section 6.01(e)
Customer Shared Contracts	Section 2.01(a)
Deductible	Section 10.01(c)(ii)
Disagreement Notice	Section 2.04(c)
Employment Terms	Section 6.01(b)
Estimated Purchase Price	Section 2.03(c)
Estimated Working Capital	Section 2.03(b)
Excluded Assets	Section 2.01(b)
Existing Businesses	Section 5.17(b)(i)
Final Working Capital	Section 2.04(a)
Financial Information	Section 3.05
FMLA Leave	Section 6.01(a)
Foreign Acquisition Agreements	Section 2.01(c)
Foreign Plan	Section 3.17(d)

Term	Section
Fundamental Representations	Section 10.01(c)(i)
ICX	Recitals
ICX Equipment	Section 3.09(b)
ICX Purchaser Price Allocation	Section 7.05
Inactive Employee	Section 6.01(a)
Indemnified Party	Section 10.02(a)
Indemnifying Party	Section 10.02(a)
Material Contracts	Section 3.13(a)
MDG Retained Litigation	Section 5.15(a)
Nonassignable Asset	Section 2.09(a)
Noncompetition Period	Section 5.17(a)
Offeree	Section 6.01(a)
Other Retained Litigation	Section 5.15(a)
Non-US TE	Section 6.01(a)
Picturemail Judgment	Section 5.15(c)
Picturemail Retained Litigation	Section 5.15(a)
Platform Failure	Section 3.13(e)
Purchase Price	Section 2.03(a)
Purchaser	Preamble
Purchaser Indemnified Persons	Section 10.01(a)
Retained Liabilities	Section 2.02(b)
Retained Litigation	Section 5.15(a)
Seller	Preamble
Seller Indemnified Persons	Section 10.01(b)
Seller Subsidiaries	Preamble
Seller's Trademarks and Logos	Section 5.12
Shared Contracts	Section 2.01(a)
Termination Date	Section 9.01(b)
Termination Fee	Section 9.03(a)
Third-Party Claim	Section 10.02(a)
Transferred Assets	Section 2.01(a)
Transferred Employee	Section 6.01(a)
Vendor Shared Contracts	Section 2.01(a)
VeriSign	Preamble
WARN Act	Section 6.05

SECTION 1.03. Interpretation.

(a) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders, in each case, as the context requires.

(b) The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified.

(c) The word "including" and words of similar import shall mean "including, without limitation," unless otherwise specified.

(d) The phrase "made available to Purchaser" shall include documents that were posted to the "Messaging" data site at https://bdr141607.bmcgroup.com/default.aspx?AL=True&fsid=818 or https://bdr125109.bmcgroup.com/default.aspx?AL=True&fsid=818, prior to, and that remain accessible to Purchaser on, the date that is one day prior to the date of this Agreement or such later date as may be specified herein.

ARTICLE II

PURCHASE AND SALE OF SHARES AND ASSETS

SECTION 2.01. Purchase and Sale of Shares and Transferred Assets; Exclusion of Excluded Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller and each Seller Subsidiary sell, transfer, convey and assign to Purchaser (or, as applicable, one or more wholly owned Subsidiaries of Purchaser designated by Purchaser not less than five (5) Business Days prior to the Closing Date), and Purchaser shall (or, as applicable, shall cause such wholly-owned Subsidiary or Subsidiaries of Purchaser to) purchase and accept from Seller (or, as applicable, such Seller Subsidiary) all of Seller's and the Seller Subsidiaries' right, title and interest in and to each of the following assets, properties and rights (such assets, properties and rights, excluding the Shares, the "**Transferred Assets**"), free and clear of all Liens other than Permitted Liens or Liens created by or through Purchaser or any of its Affiliates:

(i) the Shares;

(ii) the Assumed Contracts (including accounts receivable and prepaid expenses of the Business related thereto);

(iii) the accounts receivable and prepaid expenses of the Business held by Seller and the Seller Subsidiaries not related to an Assumed Contract or Shared Contract that Purchaser agrees in writing to acquire, but only to the extent reflected on the Closing Statement;

(iv) the Transferred Equipment;

(v) copies of books of account, supplier and customer lists, correspondence, advertising, marketing and promotional materials (including website content), technical manuals and data, sales and purchase correspondence, records and files, whether in hard copy or computer format and any other information reduced to writing or other physical or tangible media relating to the Business, in each case exclusively used or held for use in the conduct of the Business, and, to the extent permitted by applicable Law, copies of personnel and employment records relating to Transferred Employees;

(vi) the Transferred Intellectual Property;

(vii) with respect to Contracts pursuant to which Seller (or one or more of its Subsidiaries) provides to the counterparty both the services provided by the

Business and other services, the portions thereof (including in respect of any service order or work order) relating to the Business (such portions of such Contracts relating to the Business, the "**Customer Shared Contracts**");

(viii) with respect to the Contracts listed on Section 2.01(a)(viii) of the Seller Disclosure Schedule and any other Contracts pursuant to which Seller (or one or more of its Subsidiaries) receives from the counterparty services or software licenses (other than Overhead and Shared Services) for use to a not immaterial extent both in the Business and in a business unit of Seller (or any of its Subsidiaries) other than the Business, the portions thereof (including in respect of any service order or work order) relating to the Business (such portions of such Contracts relating to the Business, the "**Vendor Shared Contracts**" and together with the Customer Shared Contracts, the "**Shared Contracts**")

(ix) subject to Section 2.01(b)(iii), all claims, causes of action and rights relating to the Business and accruing after the Closing or against any third party relating to any Assumed Liability or to any Liability for which Purchaser is responsible under this Agreement, including any express or implied warranty, guarantee of performance or similar agreement or obligation made by the manufacturer, supplier or seller of a Transferred Asset that is not a Supplier Warranty Agreement, and in the case of Supplier Warranty Agreements, any proceeds actually recovered by Seller or any Subsidiary to the extent allocable to the Transferred Assets;

(x) all other properties, assets and rights used exclusively in the Business that are not Excluded Assets; and

(xi) all of Seller's goodwill in the Business as a going concern.

(b) Notwithstanding anything in this Agreement to the contrary, Seller and the Seller Subsidiaries shall retain their respective right, title and interest in and to, and Purchaser shall have no rights with respect to the right, title and interest of Seller and the Seller Subsidiaries in and to, the following assets (such assets, the "**Excluded Assets**"):

(i) all the business, properties, assets, goodwill and rights of whatever kind and nature, real or personal, tangible or intangible that are owned, leased or licensed by Seller and the Seller Subsidiaries as of the Closing and used or held for use primarily in the operation or conduct of any business of Seller and the Seller Subsidiaries other than the Business (including the mobile delivery gateway business);

(ii) the minute books, stock ledgers, Tax records and Tax-related documents of Seller and the Seller Subsidiaries;

(iii) all claims, causes of action and rights of Seller and the Seller Subsidiaries (A) relating to the Business and accruing prior to the Closing, other than the accounts receivable and prepaid expenses relating to the Assumed Contracts and the Shared Contracts, as applicable, and the assets described in Section 2.01(a)(iii), (B) against any third party relating to any Retained Liability

or to any Liability for which Seller or any of the Seller Subsidiaries is responsible under this Agreement or (C) under any Supplier Warranty Agreement (including rights of set-off, rights to refunds and rights of recoupment thereunder);

(iv) all rights to Tax refunds, credits or similar benefits relating to the Transferred Assets or the Business attributable to periods, or portions of periods, ending on or before the Closing (which, in case of a Straddle Period, shall be allocated among the parties in a manner consistent with Section 7.03);

(v) all rights of Seller and the Seller Subsidiaries under this Agreement and the Ancillary Agreements;

(vi) all current and prior insurance policies and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(vii) any assets used primarily for the purpose of providing Overhead and Shared Services and, other than as provided in the Transition Services Agreement, any rights of the Business to receive from Seller or any of its Affiliates (other than ICX) any Overhead and Shared Services;

(viii) software other than (A) the Transferred Software and (B) other software and computer databases for which Purchaser has obtained a license (or other right to use) as set forth in the definition of "Transferred Equipment";

(ix) except (A) for the Transferred Intellectual Property and (B) as otherwise expressly provided in the Intellectual Property License Agreement or the Transition Services Agreement, all rights relating to any Intellectual Property Rights of Seller or any of the Seller Subsidiaries (including Seller's name);

(x) all cash, cash equivalents and bank accounts or similar cash items of Seller and the Seller Subsidiaries (whether or not reflected on the books of Seller or the Seller Subsidiaries as of the Closing);

(xi) all stock or other equity interests in any Person, other than the Shares;

(xii) all records prepared in connection with the sale of the Shares and the Business to Purchaser; and

(xiii) any assets set forth in Section 2.01(b)(xiii) of the Seller Disclosure Schedule.

(c) Subject to the terms and conditions hereof, Seller and Purchaser shall, or shall cause their respective Subsidiaries to, enter into such agreements or instruments (the "**Foreign Acquisition Agreements**") providing for the sale, transfer, assignment or other conveyance of any Transferred Assets located outside the United States as, pursuant to requirements of applicable local Law, would be required or advisable to be documented separately from this Agreement, which Foreign Acquisition Agreements shall be negotiated in good faith between Seller and Purchaser, but in all events shall be consistent with the terms of this Agreement.

(d) Seller shall have the right to retain, following the Closing, copies of any book, record, literature, list and any other written or recorded information constituting Transferred Assets to which Seller in good faith determines it is reasonably likely to need access for bona fide business or legal purposes relating to any Excluded Assets, Retained Liability, Retained Litigation, ICX Excluded Liabilities or the operation of businesses of Seller and its Subsidiaries other than the Business.

SECTION 2.02. Assumption of Assumed Liabilities; Retention of Retained Liabilities.

(a) At the Closing, Purchaser shall (or shall cause one or more of its wholly owned Subsidiaries designated by Purchaser not less than five (5) Business Days prior to the Closing Date to) assume and become obligated to pay, perform and discharge when due, the following Liabilities of Seller or any Seller Subsidiary, whether accrued or arising before, on or after the Closing (such Liabilities, the "**Assumed Liabilities**"):

(i) all Liabilities relating to the Transferred Assets or the Business to the extent arising from or relating to any event, circumstance or condition occurring on or after the Closing;

(ii) all Liabilities under the Assumed Contracts and the Shared Contracts, excluding any Liability or obligation relating to or arising out of such Assumed Contracts or Shared Contracts, as applicable, as a result of (A) any breach of, or performance required under, such Assumed Contracts or Shared Contracts occurring prior to the Closing, or (B) any violation of Law, breach of warranty, tort or infringement occurring prior to the Closing;

(iii) all accounts payable and accrued expenses of the Business not related to an Assumed Contract or a Shared Contract, to the extent reflected on the Closing Statement;

(iv) all Liabilities relating to any Transferred Employee or Seller Benefit Plan that are to be assumed by Purchaser pursuant to Article VI;

(v) all product liability, professional liability, intellectual property infringement (subject to the provisions of Section 5.15) or any other claims arising out of the sale and/or use of products or services sold after the Closing in connection with the Business (regardless of when manufactured or provided);

(vi) all Liabilities under Environmental Laws arising out of or relating to the operation or conduct of the Business or the use or ownership of the Transferred Assets, to the extent arising from any event, circumstance or condition occurring after the Closing; and

(vii) all Liabilities identified in Section 2.02(a)(vii) of the Seller Disclosure Schedule.

(b) Seller or the relevant Seller Subsidiary shall retain, and shall be fully responsible for paying, performing and discharging when due, and Purchaser shall not assume or have any responsibility for, any Liabilities of Seller and the Seller Subsidiaries other than the Assumed Liabilities (the "**Retained Liabilities**"), including the following:

(i) any Liability arising out of the Excluded Assets;

(ii) any of Seller's Liabilities for expenses and fees incident to or arising out of the negotiation, preparation, approval or authorization of this Agreement or the consummation (or preparation for the consummation) of the Transactions (including all attorneys', accountants and brokerage fees, but not including any transfer Taxes, which shall be governed by Section 7.01);

(iii) any Liability related to any Employee or Seller Benefit Plan, except to the extent such Liability relates to a Transferred Employee and is assumed by Purchaser pursuant to Article VI;

(iv) any obligation or liability under any intercompany accounts payable to or intercompany obligations among Seller and its Affiliates, including those relating to the Business, except as provided in the Ancillary Agreements;

(v) any Liability in respect of Indebtedness, except for accounts payable relating to Assumed Contracts to the extent reflected in the Closing Statement;

(vi) any of Seller's liabilities or obligations for which Purchaser may become liable as a result of or in connection with the failure by Purchaser or Seller to comply with any bulk sales or bulk transfers laws or as a result of any "de facto merger" or "successor-in-interest" theories of liability, to the extent that any such noncompliance results in Purchaser assuming or becoming responsible for any Liability not set forth in Section 2.02(a); and

(vii) any of Seller's Liabilities not otherwise referred to in this Section 2.02(b) to the extent relating to any Action arising out of or in connection with Seller's or any of its Subsidiaries' conduct of the Business prior to the Closing, in each case other than Assumed Liabilities.

For purposes of this Section 2.02(b), "Seller" shall be deemed to include all Affiliates and Subsidiaries of Seller and any predecessors to Seller and any Person with respect to which Seller is a successor-in-interest (including by operation of law, merger, liquidation, consolidation, assignment, assumption or otherwise). Seller hereby acknowledges that it is retaining the Retained Liabilities.

SECTION 2.03. Purchase Price; Allocation of Purchase Price.

(a) Subject to the terms and conditions of this Agreement, in consideration of the transfer of the Shares and the Transferred Assets under Section 2.01, Purchaser on its own behalf and, as applicable, as agent for its designated Subsidiaries, shall (i) pay to Seller and the Seller Subsidiaries an amount of cash (the "**Purchase Price**") equal to $175,000,000 (the "**Base**

Purchase Price"), as adjusted in accordance with Section 2.03(c) and Section 2.04(b), and (ii) assume and become obligated to pay, perform and discharge the Assumed Liabilities.

(b) For purposes of determining the amount of cash to be paid as the Estimated Purchase Price by Purchaser to Seller at the Closing pursuant to Section 2.07, Seller shall prepare and deliver, not less than five Business Days before the Closing Date, a good faith estimate of the Working Capital as of the Closing (such estimated amount, the "**Estimated Working Capital**"), which shall be calculated based on financial information for the Business as of the most recent financial quarter for which such financial information is available.

(c) As used in this Agreement, the "**Estimated Purchase Price**" shall mean an amount equal to the Base Purchase Price plus an amount equal to the Estimated Working Capital Adjustment (which may be positive or negative).

(d) The Purchase Price and the Assumed Liabilities shall be allocated among the Shares and the Transferred Assets in accordance with their fair market values as mutually determined by Purchaser and Seller (the "**Allocation Schedule**") for all Tax purposes, including for purposes of Section 1060 of the Code and the Treasury Regulations thereunder (but except as provided below in this Section 2.03(d) or in Section 7.05). Seller shall prepare an Allocation Schedule within fifteen (15) calendar days after the final Purchase Price and the Assumed Liabilities have been finalized pursuant to Section 2.04. Purchaser agrees that, within fifteen (15) days of receiving the Allocation Schedule, it shall sign it and return an executed copy thereof to Seller. If, within fifteen (15) calendar days after the delivery of the Allocation Schedule, Purchaser notifies Seller in writing that Purchaser objects to the allocation set forth therein, Seller and Purchaser shall use commercially reasonable efforts to resolve the dispute. In the event that Seller and Purchaser are unable to resolve the dispute within fifteen (15) calendar days, unless otherwise agreed between the Parties within ten (10) calendar days, the Accounting Arbitrator selected pursuant to Section 2.04(d) shall resolve the disagreement within thirty (30) calendar days after being selected. In the event the Accounting Arbitrator concludes that Seller was correct as to a majority (by dollar amount) of the disputed items, then Purchaser shall pay the Accounting Arbitrator's fees, costs and expenses. In the event the Accounting Arbitrator concludes that Purchaser was correct as to a majority (by dollar amount) of the disputed items, then Seller shall pay the Accounting Arbitrator's fees, costs and expenses. For all Tax purposes (except with respect to Tax Returns the timely filing of which may not be extended, without the imposition of penalties, until after the Allocation Schedule has been finalized), Purchaser and Seller agree (i) to report, and cause their respective Subsidiaries to report, the transactions contemplated by this Agreement in a manner consistent in all material respects with the final Allocation Schedule, which shall be binding upon Purchaser and Seller and their respective Subsidiaries and (ii) not to take any position inconsistent therewith in any Tax Return, Tax filing (including filings required under Section 1060 of the Code), audit, refund claim or otherwise.

SECTION 2.04. Purchase Price Adjustment.

(a) Seller has prepared the attached Exhibit E, which lists the current asset and current liability accounts of the Business that are relevant for the determination of the Working Capital and sets forth the accounting principles, methodologies and policies to be used in such determination (the "**Calculation Principles**") as well as a format for the Working Capital calculation. The Purchase Price shall be adjusted after the Closing in accordance with this Section 2.04 based upon the Working Capital as of the Closing (the "**Final Working Capital**").

For purposes hereof, the statement of the Final Working Capital, together with the calculation of the Purchase Price pursuant to this Section 2.04, shall be referred to as the "**Closing Statement**."

(b) If (i) the Purchase Price Adjustment as finally determined in accordance with this Section 2.04 (i) is a positive number, Purchaser shall pay to Seller an amount equal to the Purchase Price Adjustment, or (ii) is a negative number, Seller shall pay to Purchaser the Purchase Price Adjustment, in either case by wire transfer, within three Business Days after the final determination of the Purchase Price Adjustment, of immediately available funds to an account designated by the party receiving payment, plus interest on such amount accrued from the Closing Date to the date of such payment at the prime rate applicable from time to time as announced by Citibank, N.A. For the avoidance of doubt, if the Purchase Price Adjustment as finally determined in accordance with this Section 2.04 is equal to $0.00, no payment shall be made by or to either party pursuant to this Section 2.04 and the final Purchase Price shall be the same as the Estimated Purchase Price.

(c) As soon as practicable after the Closing Date, but in no event later than 75 days after the Closing Date, Purchaser shall prepare (or cause to be prepared) and deliver to Seller the Closing Statement in accordance with this Section 2.04. If Seller disagrees with the determination of the Closing Statement, Seller shall notify Purchaser of such disagreement within 30 days after delivery of the Closing Statement (such notice, the "**Disagreement Notice**"). The Disagreement Notice shall set forth, in reasonable detail, any disagreement with, and any requested adjustment to, the Closing Statement. Matters as to which Seller may submit disagreements (and the Disagreement Notice) shall be limited to whether the Closing Statement delivered by Purchaser was prepared on the basis of, and using, the Calculation Principles, and Seller shall not be entitled to submit disagreements on any other basis (including as to whether such Calculation Principles are or were appropriate). If Seller fails to deliver the Disagreement Notice by the end of such 30-day period, Seller shall be deemed to have accepted the Closing Statement delivered by Purchaser. Matters included in the calculations in the Closing Statement to which Seller does not object in the Disagreement Notice shall be deemed accepted by Seller and shall not be subject to further dispute or review. During the period prior to Seller's delivery of any Disagreement Notice, Seller shall have reasonable access to all documents, schedules and workpapers used by Purchaser in the preparation of the Closing Statement. Purchaser and Seller shall negotiate in good faith to resolve any such disagreement with respect to the Closing Statement, and any resolution agreed to in writing by Purchaser and Seller shall be final and binding upon the parties.

(d) If Purchaser and Seller are unable to resolve any disagreement as contemplated by paragraph (c) of this Section 2.04 within 30 days after delivery of a Disagreement Notice by Seller, Purchaser and Seller shall jointly select a partner at a mutually agreeable accounting firm to resolve such disagreement. If Purchaser and Seller are unable to reach agreement on the identity of such a partner within 20 days after the expiration of such 30-day period, either party may request that a partner at a nationally recognized accounting firm, other than a partner at either party's current accounting firm, be appointed by the American Arbitration Association. The individual so selected shall be referred to herein as the "**Accounting Arbitrator**." The parties shall instruct the Accounting Arbitrator to consider only those items and amounts set forth in the Closing Statement as to which Purchaser and Seller have not resolved their disagreement. Purchaser and Seller shall use commercially reasonable efforts to cause the Accounting Arbitrator to deliver to the parties, as promptly as practicable (and in no event later than 30 days after his or her appointment), a written report setting forth the resolution

of any such disagreement determined in accordance with the terms of this Agreement. Such report shall be final and binding upon the parties. In the event the Accounting Arbitrator concludes that Seller was correct as to a majority (by dollar amount) of the disputed items, then Purchaser shall pay the Accounting Arbitrator's fees, costs and expenses. In the event the Accounting Arbitrator concludes that Purchaser was correct as to a majority (by dollar amount) of the disputed items, then Seller shall pay the Accounting Arbitrator's fees, costs and expenses.

(e) Purchaser and Seller agree that any payments made pursuant to this Section 2.04 shall be allocated in a manner consistent with the allocation referred to in Section 2.03(d).

SECTION 2.05. Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Shares and the Transferred Assets and the assumption of the Assumed Liabilities, all as contemplated hereby, shall take place at a closing (the "**Closing**") to be held at 11:00 AM, Eastern time, on the first Business Day that is (a) at least two Business Days following the satisfaction or waiver of all of the conditions to the obligations of the parties set forth in Article VIII (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfillment of those conditions) and (b) mutually agreed upon in writing by Seller and Purchaser (the day on which the Closing takes place being the "**Closing Date**"), at the offices of Cleary Gottlieb Steen & Hamilton LLP located at One Liberty Plaza, New York, New York, or at such other place as Seller and Purchaser may mutually agree upon in writing. Legal title, equitable title and risk of loss with respect to the Shares and the Transferred Assets will transfer to Purchaser (or its designated Subsidiaries as allowed hereunder), and the Assumed Liabilities will be assumed by Purchaser (or its designated Subsidiaries as allowed hereunder), at the Closing, which transfer and assumption will be deemed effective for accounting and other computational purposes as of 12:01 a.m. (Eastern Time) on the Closing Date.

SECTION 2.06. Closing Deliveries by Seller. At the Closing, Seller and the Seller Subsidiaries shall deliver, or cause to be delivered, to Purchaser:

(a) evidence reasonably satisfactory to Purchaser of the sale and transfer at the Closing of the Shares to Purchaser (or its designated Subsidiaries as allowed hereunder);

(b) letters of resignation, effective as of the Closing Date, from the directors and officers of ICX listed in Section 2.06(b) of the Seller Disclosure Schedule;

(c) a counterpart of each of the Ancillary Agreements, executed by each of Seller and the Seller Subsidiaries that is a party thereto, to the extent not delivered prior to the Closing; and

(d) any other documents required pursuant to this Agreement or reasonably requested by Purchaser.

SECTION 2.07. Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller and the Seller Subsidiaries:

(a) a counterpart of each of the Ancillary Agreements, executed by each of Purchaser and its Subsidiaries that is a party thereto, to the extent not delivered prior to the Closing;

(b) the Estimated Purchase Price by wire transfer in immediately available funds to an account or accounts of Seller and the Seller Subsidiaries designated at least two Business Days prior to the Closing Date by Seller in a written notice to Purchaser; and

(c) any other documents required pursuant to this Agreement or reasonably requested by Seller.

SECTION 2.08. Accounting. To the extent that, after the Closing, (a) Purchaser or any of its Subsidiaries (including ICX) receives any payment or instrument that is for the account of Seller or any of its Subsidiaries according to the terms of this Agreement, Purchaser shall promptly deliver such amount or instrument to Seller, and (b) Seller or any of the Seller Subsidiaries receives any payment or instrument that is for the account of Purchaser or any of its Subsidiaries (including ICX) according to the terms of this Agreement, Seller shall promptly deliver such amount or instrument to Purchaser.

SECTION 2.09. Nonassignable Assets.

(a) Nothing in this Agreement, nor the consummation of the transactions contemplated hereby, shall be construed as an attempt or agreement to assign or transfer any Transferred Asset (including any Assumed Contract or any Shared Contract) to Purchaser which by its terms or by Law is nonassignable without a Consent (a "**Nonassignable Asset**"), unless and until such Consent shall have been obtained. Seller shall advise Purchaser in writing at least five (5) Business Days prior to the Closing Date (a) of any Material Contract with a Material Customer with respect to which a Consent of the counterparty is required for assignment and (b) if, to the Knowledge of Seller, Seller has received written notice by letter, facsimile or email that such Material Customer will not agree to the assignment of any Material Contract described in clause (a) to Purchaser hereunder at the Closing. To the extent permitted by applicable Law and by the terms of the applicable Nonassignable Asset, such Nonassignable Asset shall be held, as of and from the Closing, by Seller (or the relevant Seller Subsidiary) for the benefit and burden of Purchaser and the covenants and obligations thereunder shall be fully performed by Purchaser on Seller's (or such Seller Subsidiary's) behalf and all rights and Liabilities existing thereunder that would constitute Assumed Liabilities shall be for Purchaser's account. For the avoidance of doubt, the designation of a Transferred Asset as a Nonassignable Asset does not render it an Excluded Asset. Subject to Section 5.08, after the Closing, Seller and Purchaser will continue to use commercially reasonable efforts to obtain Consents to assignment of Nonassignable Assets and/or to remove any other impediments to the transfer or assignment of each Nonassignable Asset or, in the case of a Vendor Shared Contract and to the extent the necessary Consent for transfer or assignment has not otherwise been obtained and Purchaser so requests, to encourage the relevant Vendor to enter into a separate Contract with Purchaser in respect of the relevant Vendor Shared Contract, and Seller will transfer or assign each Nonassignable Asset to Purchaser (or a Subsidiary designated by it) within five (5) Business Days after the receipt of Consent thereto and/or removal of such impediment.

(b) To the extent permitted by applicable Law and by the terms of the applicable Nonassignable Asset, Seller and Purchaser shall take, or cause to be taken, at Purchaser's expense, such actions as the other party may reasonably request that are required to be taken or appropriate in order to provide Purchaser with the benefits and burdens of the Nonassignable Assets (including renewing, extending or terminating any such Nonassignable Asset in accordance with its terms), and Seller shall promptly pay over to Purchaser the net

amount (after expenses and Taxes) of all payments received by it (or a Seller Subsidiary) in respect of all Nonassignable Assets (but only to the extent such payments would constitute Transferred Assets) and Purchaser shall indemnify Seller (or a Seller Subsidiary) for all Losses attributable to Seller's (or such Seller Subsidiary's) holding of all Nonassignable Assets (but only to the extent such Losses would constitute Assumed Liabilities).

(c) Notwithstanding the foregoing, Seller (or the applicable Seller Subsidiary) shall have the right, any time after the twelve-month anniversary of the Closing Date to exercise any right to terminate any Nonassignable Asset that is an Assumed Contract or a Vendor Shared Contract and shall have the right, any time after the second anniversary of the Closing Date to exercise any right to terminate any Nonassignable Asset that is a Customer Shared Contract; provided that, Seller shall be entitled at any time to amend or terminate any Contract that subsumes a Vendor Shared Contract to the extent that Purchaser has entered into a separate Contract with the relevant Vendor with respect to such Vendor Shared Contract; and provided further that, in each case, Seller shall provide to Purchaser at least ninety (90) days prior written notice of its intention to terminate such Nonassignable Asset.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

For purposes of the representations and warranties of Seller contained herein, other than Section 3.06, disclosure in any section of the Seller Disclosure Schedule of any facts or circumstances shall be deemed to be adequate response and disclosure of such facts or circumstances with respect to all representations or warranties by Seller calling for disclosure of such information, whether or not such disclosure is specifically associated with or purports to respond to one or more of such representations or warranties, to the extent a matter is disclosed in such a way as to make its relevance to such other representation or warranty readily apparent. The inclusion of any information in any section of the Seller Disclosure Schedule or other document delivered by Seller pursuant to this Agreement shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever.

Except (a) as set forth in the Seller Disclosure Schedule in accordance with the preceding paragraph or (b) to the extent relating solely to the Excluded Assets, Seller represents and warrants to Purchaser as follows.

SECTION 3.01. Organization and Good Standing.

(a) Seller, and each Seller Subsidiary that is or will be a party to this Agreement or any of the Ancillary Agreements, is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Seller and each such Seller Subsidiary is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified would not, individually or in the aggregate, have a Material Adverse Effect or a materially adverse effect upon Seller's or such Seller Subsidiaries' ability to carry out its obligations under this Agreement and the Ancillary Agreements and to consummate the Transactions.

(b) ICX is duly organized, validly existing and in good standing under the Laws of Delaware and has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. As of the Closing Date, ICX will be duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified would not reasonably be expected to have a Material Adverse Effect. ICX has no assets other than those used or held for use in the Business and conducts no business other than the Business.

SECTION 3.02. Authority. Seller, and each Seller Subsidiary that is or will be a party thereto, has full power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is or will be a signatory and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller and each such Seller Subsidiary of this Agreement and each Ancillary Agreement to which it is or will be a signatory has been duly authorized by all requisite corporate action on the part of Seller and each such Seller Subsidiary, and no other proceedings on the part of Seller or any Seller Subsidiary are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been, and upon execution of each Ancillary Agreement each such Ancillary Agreement will be, duly executed and delivered by Seller and each such Seller Subsidiary that is or will be a party thereto and (assuming due authorization, execution and delivery by Purchaser and, if applicable in the case of the Ancillary Agreements, by each Subsidiary of Purchaser that is or will be a party thereto) this Agreement constitutes, and each Ancillary Agreement to which Seller or any such Seller Subsidiary is or will be a party constitutes or, when so executed and delivered, will constitute, a legal, valid and binding obligation of Seller and each such Seller Subsidiary, enforceable against Seller and each such Seller Subsidiary in accordance with its terms, subject only to the effect, if any, of (a) applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

SECTION 3.03. No Conflict; Consents and Approvals. Subject to the filing by Seller of reports under the Exchange Act and as contemplated by the rules of Nasdaq and to the requirements of the HSR Act and any filings or applications required under the Laws of any non-U.S. jurisdiction, including the European Union or any member state thereof, (a) the execution and delivery by Seller or, if applicable in the case of the Ancillary Agreements, any Seller Subsidiary, of this Agreement and the Ancillary Agreements to which it is or will be a party, (b) the consummation by Seller or any such Seller Subsidiary of the Transactions and (c) the compliance by Seller or any Seller Subsidiary with any of the provisions hereof or thereof do not and will not:

(i) conflict with, or result in the breach of, any provision of the certificate of incorporation or by-laws or other organizational documents of ICX, Seller or any such Seller Subsidiary;

(ii) require ICX, Seller or any such Seller Subsidiary to (x) make any filing with, or obtain any Consent from, any Governmental Authority or (y) obtain the Consent of any other Person under any Material Contract;

(iii) conflict with, violate or result in the breach by ICX, Seller or any such Seller Subsidiary of any applicable Law;

(iv) after the giving of notice, or the lapse of time or otherwise, conflict with, violate, result in the breach or termination of or constitute a default under, or give any party the right to terminate, amend, modify, abandon, cancel or refuse to perform under, or accelerate or modify the time within which or the terms under which any duties or obligations are to be performed by Seller or any rights or benefits are to be received by any Person under, any Assumed Contract or Shared Contract (except Nonassignable Assets); or

(v) result in the creation of any Lien (other than any Permitted Lien or any Lien created by or through Purchaser) upon any of the Shares, the Transferred Assets or assets owned by ICX;

except, in the case of clauses (ii)(x), (iii) and (iv), for such matters that, individually or in the aggregate, would not have a Material Adverse Effect or a material adverse effect upon Seller's and its Subsidiaries' ability to carry out their respective obligations under, and to consummate, or to impede or delay in any material respect the consummation of, the Transactions.

SECTION 3.04. Capitalization; Title to Shares; Equity Interests.

(a) The authorized capital stock of ICX consists of 1,000 shares, par value $0.01 per share, all of which are issued and outstanding. The Shares represent 100% of the issued and outstanding capital stock of ICX, and other than the foregoing, there is no other authorized, issued or outstanding capital stock of ICX. The Shares have been validly issued and are fully paid and non-assessable and are owned by Seller free and clear of all Liens except Permitted Liens.

(b) There are no outstanding or authorized options, convertible or exchangeable securities or instruments, warrants, rights, contracts, calls, puts, rights to subscribe, conversion rights or other agreements or commitments to which Seller or ICX are a party or which are binding on any of them providing for the issuance, disposition or acquisition of any equity interest of ICX. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of any equity interest of ICX.

(c) ICX has no Indebtedness and does not own or hold of record or beneficially any equity interests in any corporation, limited liability company, partnership, business trust, joint venture or other legal entity. The Transferred Assets do not include (i) any, or any agreement to acquire, equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business, or (ii) any obligations to repurchase, redeem or otherwise acquire any capital stock or other securities of any Person.

SECTION 3.05. Financial Information. Seller has provided Purchaser with the unaudited adjusted financial information relating to the Business set forth in Section 3.05 of the Seller Disclosure Schedule (the "**Financial Information**"). The Financial Information has been prepared in good faith on the bases described therein using the financial books and records maintained by Seller for the Business and represents Seller's good faith estimate of the balance sheet accounts and results of operations data set forth therein for the Business as if the Business

had been held and operated on a stand-alone basis, in each case as of the dates and for the periods presented therein. The Financial Information (i) has not been prepared in accordance with US GAAP, (ii) includes estimated costs that do not necessarily represent the costs that were actually allocated to the Business for the relevant periods (or that the Business will incur after the Closing), (iii) includes assets that have not been tested for impairment or otherwise adjusted for fair value and (iv) reflects the historical operation of the Business (including the Overhead and Shared Services and the Excluded Assets) for the periods specified therein. The revenues of the Business for the fiscal year ended December 31, 2008 were based on VeriSign's revenue recognition policies which have been consistently applied.

SECTION 3.06. Absence of Certain Changes or Events. Except as contemplated by this Agreement, since March 31, 2009, (a) Seller has conducted the Business only in the ordinary course of business consistent with past practice in all material respects, (b) the Business has not suffered any Material Adverse Effect and no event has occurred or circumstance exists that would be reasonably expected to result in a Material Adverse Effect, (c) the Business has not suffered any damage, destruction or casualty loss to any individual tangible asset (including any tangible Transferred Asset) in excess of $100,000, whether or not covered by insurance; (d) the Business has not suffered any damage, destruction or casualty loss to its tangible assets (including the tangible Transferred Assets) in excess of $1,000,000, in the aggregate, whether or not covered by insurance and (e) there has not been any action by Seller or any of its Affiliates (including ICX) that, if taken after the date hereof, would constitute a breach of Seller's obligations under Section 5.01.

SECTION 3.07. Absence of Litigation. There are no material Actions pending or, to the Knowledge of Seller, threatened against ICX, Seller or any Seller Subsidiaries in respect of the Business or the Transferred Assets, or which would reasonably be expected to impede or delay in any material respect the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements in accordance with the terms hereof or thereof. The Business is not subject to any material Governmental Order.

SECTION 3.08. Compliance with Laws.

(a) Seller and its Subsidiaries have complied in all material respects with all Laws applicable to the operation of the Business. No investigation or review by any Governmental Authority is pending, or, to the Knowledge of Seller, has been threatened in a writing delivered to Seller or any of its Subsidiaries, that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Seller and its Subsidiaries hold all material Permits necessary to carry on the Business as it is currently conducted, all of which are in full force and effect. Seller is in compliance in all material respects with the terms and conditions of such material Permits, and has not received notice of any claimed or purported material default under any Permit. There are no proceedings pending, or, to the Knowledge of Seller, threatened, to cancel, modify or change any such material Permit, except for normal expirations in accordance with the terms thereof or applicable Laws (and with respect to which Seller has applied, or will timely apply, for renewals or replacements).

(b) The Business offers no product or service requiring it to obtain any material Permit from the Federal Communications Commission, any state public service or utility commission, or any foreign telecommunications regulatory authority (collectively "**Communications Regulatory Authorities**"), and no consent from any Communications Regulatory Authority is required in connection with the transactions contemplated by this Agreement.

SECTION 3.09. Ownership of the Assets.

(a) The assets and rights of ICX, together with the Transferred Assets and the rights of Purchaser and ICX under this Agreement, the Intellectual Property License Agreement, the Connectivity Services Agreement and the Transition Services Agreement, include all assets, properties and rights (other than Overhead and Shared Services that are not otherwise provided for in the Transition Services Agreement) necessary and sufficient to provide the products and services offered by, and to conduct, the Business substantially in the manner and to the extent currently conducted.

(b) Section 3.09(b) of the Seller Disclosure Schedule contains a list of the fixtures, machinery and other equipment and other interests in tangible personal property owned by ICX as of the date hereof (the "**ICX Equipment**").

(c) ICX, Seller or one of the Seller Subsidiaries holds good and valid title to or has a valid leasehold interest or license in all the assets included in the ICX Equipment and/or currently used by ICX and all the Transferred Assets, in each case free and clear of any and all Liens, except for Permitted Liens.

(d) All material tangible assets included in the ICX Equipment and in the Transferred Assets are in satisfactory operating condition for the uses to which they are being put, subject to ordinary wear and tear and ordinary maintenance requirements.

SECTION 3.10. Real Property.

(a) Section 3.10 of the Seller Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Real Property Leases for such Leased Real Property. Seller has delivered to Purchaser a true and complete copy of each Real Property Lease (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto). With respect to each Real Property Lease, (i) the subject Leased Real Property is leased by ICX, Seller or one or more Seller Subsidiaries free and clear of all Liens on ICX's, Seller's or Seller Subsidiary's leasehold interest, as applicable, except Permitted Liens or as specified in such Real Property Lease as made available to Purchaser prior to the date hereof; (ii) such Real Property Lease is legal, valid, binding, enforceable and in full force and effect; (iii) neither ICX, Seller or any Seller Subsidiary or any other party to the Real Property Lease is in material breach or default under such Real Property Lease, and, to the Knowledge of Seller, no event has occurred or circumstance exists which, with the delivery of notice, passage of time, or both, would constitute a material breach or default, or permit termination, modification, or acceleration of rent under such Real Property Lease; and (iv) neither ICX, Seller nor any Seller Subsidiary owes any brokerage commissions or finder's fees with respect to such Real Property Lease.

(b) This Section 3.10 and Section 3.12(c) contain the only representations in this Article III pertaining to Real Property Leases.

SECTION 3.11. Employee Matters.

(a) There is not currently existing, or, to Seller's Knowledge, threatened or reasonably anticipated, any labor strike, slowdown, work stoppage or lockout against or affecting ICX or the Business, nor has there been any such activity within the past 24 months, except as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Seller and each of its Subsidiaries (including ICX) have complied in all material respects with all applicable Laws in any way relating to the employment of the Employees.

(c) Section 3.11(c) of the Seller Disclosure Schedule sets forth, as of the date hereof, a complete list of all collective bargaining or other collective labor agreements which govern the terms and conditions of employment of any Employee. To Seller's Knowledge, in the last 24 months (i) no petition has been filed or proceedings instituted by a union, collective bargaining agent, Employee or group of Employees with any Governmental Authority seeking recognition of or as a bargaining representative with respect to any Employees, and (ii) none of Seller, any Subsidiary of Seller (including ICX) or any labor union or other bargaining representative is seeking to establish a collective bargaining relationship with respect to Employees or is otherwise engaged in or seeking to be engaged in collective bargaining with respect to Employees.

(d) There are no Actions relating to employment or labor Laws pending or, to Seller's Knowledge, threatened in writing, against Seller or any Subsidiary of Seller (including ICX) and brought by or on behalf of any Employee or group of Employees.

SECTION 3.12. Environmental Matters.

(a) ICX, Seller and Seller Subsidiaries, with respect to the Transferred Assets and the Business, including the Leased Real Property, have complied and are in compliance with Environmental Laws and have obtained and have been in compliance with all Environmental Permits.

(b) There are no Actions, Governmental Orders or claims relating to the Business or the Transferred Assets, including any Leased Real Property, pending or, to the Knowledge of Seller, threatened against Seller or any of its Subsidiaries regarding any actual or alleged violation of, or Liabilities under, any Environmental Laws relating to the Business or the Transferred Assets, including any Leased Real Property, and Seller has not received any notice or report regarding any violation of, or any Liability (contingent or otherwise) under any Environmental Law with respect to the Business or the Transferred Assets, including any Leased Real Property. Seller and Seller Subsidiaries have made available to Purchaser before the date hereof all reports related to environmental matters of Leased Real Property that Seller or Seller Subsidiaries have in their possession or control.

(c) No Hazardous Materials are present at, on or under any real property associated with ICX or the Business, including any Leased Real Property, that are reasonably anticipated to result in Liabilities or obligations for investigation or remediation to Seller, ICX or any Seller Subsidiary pursuant to Environmental Laws.

(d) Notwithstanding anything in this Article III to the contrary, none of the representations and warranties in this Article III other than this Section 3.12 shall relate to environmental matters.

SECTION 3.13. Contracts.

(a) With respect to every Contract, except purchase orders and invoices and any third-party or intercompany agreements related to Overhead and Shared Services, that (i) relates to a Material Customer or a Material Vendor, (ii) is a Contract other than a Contract described in clause (i) above and that in the most recent fiscal year of Seller resulted in, or is required by its terms in the future to result in, the payment or receipt by the Business of more than $500,000 per annum in the aggregate, (iii) restricts the Business from engaging in any business activity or in any geographic area or granting any exclusive distribution or other exclusive rights, (iv) relates to settlement, conciliation and other similar agreements relating to actual or threatened Actions, the performance of which will involve payment on or after the Closing Date of consideration in excess of $200,000 or will, on or after the Closing Date impose (or continue to impose) any injunctive or similar equitable relief on the Business or the Transferred Assets, (v) grants to or from Seller or any of its Subsidiaries any license or right to use any Transferred Intellectual Property that is material to the conduct of the Business, other than any such license entered into in the ordinary course of business, or (vi) requires capital expenditures in excess of $250,000 and is not fully performed as of the date of this Agreement (the Contracts described in clauses (i) through (vi) and in existence on the date hereof are collectively referred to as the "**Material Contracts**"), (x) Seller and its Subsidiaries have performed their obligations under each Material Contract in all material respects and are not in material breach or default thereunder, (y) neither Seller nor any of its Subsidiaries has waived any of its material rights under any of the Material Contracts or modified any of the material terms thereof and (z) to the Knowledge of Seller, no other party to any Material Contract is in breach or default in any material respect thereunder.

(b) Each Material Contract is legal, valid, binding, in full force and effect and enforceable, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally or by general equitable principles relating to enforceability.

(c) Section 3.13(c) of the Seller Disclosure Schedule sets forth (i) each Material Customer, (ii) each Material Vendor, and (iii) each Material Contract, in each case designated by Business Component. To the Knowledge of Seller, since January 1, 2009 through the date hereof, (A) no Material Customer has ceased doing business with the Business or materially decreased the amount of business it does with the Business, and (B) neither Seller nor any of its Subsidiaries has received any written notice from any Material Customer to the effect that (y) there has been any material problem with the service Seller or its Subsidiaries provide to any such Material Customer concerning the Business and (z) any such Material Customer will or intends to materially cease doing business with the Business or materially decrease the amount of business it does with the Business, or terminate or fail to renew any Material Contract (but excluding any such Material Contract that was renewed following such notice); provided, that for the purposes of clause (B) of this Section 3.13(c), written notice must be in the form of a letter or facsimile signed by an authorized representative of such Material Customer. To the Knowledge of Seller, since January 1, 2009, neither Seller nor any of its Subsidiaries has received any written notice from any vendor set forth on Section 3.13(c) of the Seller Disclosure Schedule to

the effect that such vendor will or intends to terminate or fail to renew any Material Contract; provided, that any such written notice must be in the form of a letter or facsimile signed by an authorized representative of such Material Customer.

(d) Other than Overhead and Shared Services, there are no Contracts, or obligations or liabilities under any intercompany accounts payable to or among ICX and Seller or any Seller Subsidiary, and none of the Transferred Assets include Contracts between ICX and Seller or any Seller Subsidiary.

(e) Since January 1, 2008, there has not occurred with respect to the Metcalf™ Inter-Carrier SMS (ICSMS) platform (i) any material operational disruption, (ii) any material delay in implementing any scheduled upgrading or maintenance activities, (iii) any material failure to comply with any performance standards or objectives set forth in any Material Customer Contract, or (iv) any failure to correct any material deficiency or condition of which Seller has Knowledge that would cause or result in any of the foregoing (collectively, a "**Platform Failure**"), which have resulted, or would reasonably be expected to result, in (1) the issuance of any credits by Seller or any of its Subsidiaries that, in the aggregate, exceed $125,000, (2) a material breach of any Material Contract with a customer or other third party or (3) the payment of any material penalties.

SECTION 3.14. Brokers. Except for fees and commissions that will be paid by Seller, no broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Seller or any of its Affiliates.

SECTION 3.15. Intellectual Property.

(a) The ICX Intellectual Property, together with the Transferred Intellectual Property and the rights conferred under the Intellectual Property License Agreement, the Transition Services Agreement, and the Assumed Contracts, includes, as of the date hereof, all Intellectual Property Rights that are required to conduct the Business substantially in the manner and to the extent currently conducted (other than any Intellectual Property Rights related to Overhead and Shared Services and the Intellectual Property Rights set forth in Section 5.12); provided, however, that the foregoing is not a representation of non-infringement of Intellectual Property Rights, which representation is solely set forth in Section 3.15(d).

(b) ICX, Seller or a Seller Subsidiary exclusively owns and has good and exclusive title to each item of ICX Registered Intellectual Property or Transferred Registered Intellectual Property, as appropriate, and to the extent any Transferred Intellectual Property or ICX Intellectual Property has been obtained pursuant to an Assumed Contract, a valid and enforceable license to use such intellectual property, free and clear of any Liens. Each item of ICX Registered Intellectual Property and Transferred Registered Intellectual Property is valid, subsisting and enforceable and in full force and effect. ICX and/or Seller have taken commercially reasonable actions to maintain and protect the ICX Intellectual Property and the Transferred Intellectual Property (including making filings and payments of maintenance or similar fees for such intellectual property and in protecting trade secrets and other confidential information) and have obtained ownership, to the extent permitted under applicable Law, of the Intellectual Property Rights included in ICX Intellectual Property or the Transferred Intellectual Property authored, developed or otherwise created for ICX, or Seller by their respective

employees and contractors. There are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings pending or, to the Knowledge of Seller, threatened with respect to any ICX Registered Intellectual Property or any Transferred Registered Intellectual Property.

(c) Section 1.01(ii) of the Seller Disclosure Schedule sets forth complete and accurate lists of all ICX Registered Intellectual Property and Section 1.01(vi) of the Seller Disclosure Schedule sets forth complete and accurate lists of all Transferred Registered Intellectual Property, identifying, for each item the owner, the patent, application, serial or registration numbers, as applicable, and the jurisdictions where such ICX Registered Intellectual Property or Transferred Registered Intellectual Property, as applicable, is registered or issued or where applications have been filed. Section 1.01(vii) of the Seller Disclosure Schedule sets forth a complete and accurate list of all Transferred Software, identifying for each item, the vendor from which ICX, Seller or any Subsidiary of Seller has the right to use such software.

(d) (i) There is no Action pending or, to the Knowledge of Seller, threatened, and none of Seller, any Seller Subsidiary, or ICX has received written notice within the past two (2) years, challenging the validity, enforceability, use or ownership in any material respect of the ICX Intellectual Property or the Transferred Intellectual Property or asserting that the conduct of the Business or the use of any ICX Intellectual Property or the Transferred Intellectual Property has infringed, misappropriated or otherwise conflicted with any Intellectual Property right of any person in any material respect, (ii) to the Knowledge of Seller, the Business is not infringing, misappropriating or otherwise conflicting with any Intellectual Property Rights of any third party in any material respect and (iii) to the Knowledge of Seller, no third party is infringing, misappropriating or otherwise conflicting with any ICX Intellectual Property or any Transferred Intellectual Property in any material respect.

(e) Notwithstanding anything in this Article III to the contrary, no Section in this Article III shall be construed to extend or modify any representation or warranty made in this Section 3.15, or otherwise make any additional representation or warranty, in each case with respect to ownership, non-infringement, validity, or litigation of any Intellectual Property Rights.

SECTION 3.16. Taxes.

(a) There are no material Tax Liens on the Transferred Assets or the Shares except for Liens for Taxes not yet due and payable.

(b) With respect to the Transferred Assets and Shares, (i) no outstanding deficiency for any material property or sales and use tax, or similar material state, local or foreign tax, has been proposed, asserted or assessed in writing by any tax authority against Seller or its Subsidiaries, and (ii) no tax authority has asserted in writing that Seller or its Subsidiaries has failed to file any Tax Return relating to such taxes as required under applicable law.

(c) With respect to all material amounts in respect of Taxes imposed on or with respect to ICX with respect to all taxable periods or portions thereof ending on or before the Closing Date, all material applicable Tax laws have been or will be complied with by the Closing and all material amounts of such Taxes required to be paid ICX to Taxing Authorities on or before the close of business on the Closing Date have been or will be timely paid on or before the Closing Date, except Taxes not then due and payable or being contested in good faith.

(d) Seller and its Affiliates have timely filed or caused to be filed, or will file or cause to be filed, all material Tax Returns required to be filed on or before the Closing Date (taking into account applicable extensions) with respect to ICX, and all such Tax Returns were (or will be when filed) true, correct and complete.

(e) ICX has not entered into any Tax sharing agreement with any party.

(f) ICX has never voluntarily changed its method of accounting and neither the IRS nor any other Tax authority has initiated or proposed any change in accounting method.

(g) ICX has never entered into any "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or foreign Tax law).

(h) ICX does not have, and has never had in any foreign country a permanent establishment, as defined in any applicable tax treaty or convention between the United States and such foreign country.

(i) ICX (x) has never been a member of an affiliated, combined, consolidated or unitary Tax group for purposes of filing any Tax Return other than a group (the "Seller Group") the common parent of which is Seller or a Related Person of Seller and (y) has no liability for the Taxes of any Person (other than a member of such Seller Group) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(j) No closing agreements, private letter rulings, technical advance memoranda or similar agreement or rulings have been entered into or issued by any taxing authority with respect to ICX.

(k) Seller has made available to Purchaser before the date hereof true and correct copies of the portions of all material stand alone Tax Returns filed by ICX, including, without limitation, all income Tax Returns relating to ICX for which the statute of limitations remains open as of the date hereof.

(l) ICX has not engaged in (I) any transaction that is the same as, or substantially similar to, a transaction which is a "reportable transaction" for purposes of Treasury Regulations Section 1.6011-4(b) (including any transaction which the IRS has determined to be a "listed transaction" for purposes of Treasury Regulations Section 1.6011-4(b)(2), or would be reportable to a similar extent under any other provision of state, local or foreign Tax law) or (II) any transaction of which it made disclosure to any taxing authority to avoid penalties, and has not participated in any "tax amnesty" or similar program offered by any taxing authority to avoid the assessment of penalties or other additions to Tax.

(m) ICX has never been a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for Tax-free treatment under Section 355(a) of the Code.

(n) ICX is as of the date of this Agreement and will be as of the Closing Date a member of a U.S. federal income tax consolidated group that includes Seller.

SECTION 3.17. Employee Benefit Matters.

(a) Each Seller Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter to that effect from the Internal Revenue Service, and, to the Knowledge of Seller, nothing has occurred since the date of such letter that cannot be cured within the remedial amendment period provided by Section 401(b) of the Code which would prevent any such Seller Benefit Plan from remaining so qualified.

(b) The Seller Benefit Plans are in material compliance with their terms and with applicable Law, including ERISA and the Code and the regulations and government rulings issued thereunder, and, to the Knowledge of Seller, no claim has been made or proceeding commenced with respect to any Seller Benefit Plan that is maintained by Seller or any Seller Subsidiary (other than routine claims for benefits payable in the ordinary course, and appeals of such denied claims).

(c) No circumstance currently exists or is reasonably expected to occur that would reasonably be expected to result in the imposition of a Lien (other than Permitted Liens) under ERISA or the Code against the properties or assets of the Business.

(d) With respect to each Seller Benefit Plans sponsored, maintained or contributed to primarily for the benefit of Employees (or any dependents or beneficiaries thereof) principally employed in countries other than in the United States of America (each a "**Foreign Plan**") (i) such Foreign Plan has been sponsored, maintained and contributed to in all material respects in accordance with its terms and all applicable legal requirements (including, without limitation, any registration or approval requirements) of the applicable jurisdiction, and (ii) if intended to qualify for special tax treatment, such Foreign Plan meets all requirements to the extent necessary to obtain such treatment, (iii) no such Foreign Plan is a defined benefit pension plan or provides benefits pursuant to a formula that requires benefits to be funded based on actuarial principles, other than any such Foreign Plan that is required to be maintained by Law in the applicable jurisdiction, (iv) if intended or required to be funded and/or book-reserved, such Foreign Plan has been funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions, (v) full payment has been made or, if applicable, accrued in accordance with country-specific accounting practices, of all the amounts required to have been paid by Seller or any Seller Subsidiaries under the terms of each Foreign Plan or applicable Law as contributions to such Foreign Plan, or with respect to such Foreign Plan, on or prior to the date of this Agreement and (vi) no material liability exists or reasonably could be imposed upon the assets of the Business by reason of such Foreign Plan.

(e) None of the Assumed Liabilities is an obligation to make a payment or is an agreement that under any circumstances could require a payment that would not be deductible under Section 280G of the Code.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

SECTION 4.01. Organization and Good Standing. Purchaser, and each of its Subsidiaries that is or will be a party to any of the Ancillary Agreements, is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Purchaser and each such Subsidiary is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified would not reasonably be expected to have, individually or in the aggregate, a materially adverse effect upon Purchaser's or such Subsidiary's ability to carry out its obligations under, and to consummate the Transactions.

SECTION 4.02. Authority. Purchaser, and each of its Subsidiaries that is or will be a party thereto, has full power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is or will be a signatory and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Purchaser and each such Subsidiary of this Agreement and each Ancillary Agreement to which it is or will be a signatory has been duly authorized by all requisite corporate action on the part of Purchaser and each such Subsidiary. This Agreement has been, and upon execution each Ancillary Agreement will be, duly executed and delivered by Purchaser and each such Subsidiary that is or will be a party thereto and (assuming due authorization, execution and delivery by Seller and, if applicable in the case of the Ancillary Agreements, by each Subsidiary of Seller that is or will be a party thereto) this Agreement constitutes, and each Ancillary Agreement to which Purchaser or any such Subsidiary is or will be a party constitutes or, when so executed and delivered, will constitute, a legal, valid and binding obligation of Purchaser and each such Subsidiary, enforceable against Purchaser and each such Subsidiary in accordance with its terms, subject only to the effect, if any, of (a) applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

SECTION 4.03. No Conflict; Consents and Approvals. Subject to the filing by Purchaser of reports under the Exchange Act and as contemplated by the rules of the New York Stock Exchange and the requirements of the HSR Act, and any filings or applications required under the Laws of any non-U.S. jurisdiction, including the European Union or any member state thereof, none of (a) the execution and delivery by Purchaser or, if applicable in the case of the Ancillary Agreements, any of its Subsidiaries, of this Agreement and the Ancillary Agreements to which it is or will be a party, (b) the consummation by Purchaser or any such Subsidiary of the Transactions or (c) the compliance by Purchaser or any such Subsidiary with any of the provisions hereof or thereof, as the case may be, will:

(i) conflict with, or result in the breach of, any provision of the certificate of incorporation or by-laws or other organizational documents of Purchaser or any such Subsidiary;

(ii) require Purchaser or any such Subsidiary to make any filing with, or obtain any Consent from, any Governmental Authority;

(iii) conflict with, violate or result in the breach by Purchaser or any such Subsidiary of any applicable Law; or

(iv) conflict with, violate, result in the breach or termination of or constitute a default under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument to which Purchaser or any such Subsidiary is a party or signatory or by which any of their respective properties is bound;

except for such matters that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect upon Purchaser's and its Subsidiaries' ability to carry out their respective obligations under, and to consummate, or to impede or delay in any material respect the consummation of, the Transactions.

SECTION 4.04. Absence of Litigation. There are no Actions pending or, to the knowledge of Purchaser, threatened to which Purchaser or any of its Affiliates or their properties or assets would be subject that, individually or in the aggregate, would reasonably be expected to have a material adverse effect upon Purchaser's or its Subsidiaries' ability to carry out their respective obligations under, and to consummate, or to impede or delay in any material respect the consummation of, the Transactions or that relate to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby.

SECTION 4.05. Exclusivity of Representations and Warranties. Purchaser acknowledges that (a) it and its representatives have been permitted such access to the books and records, facilities, equipment, contracts and other properties and assets of the Business and ICX that Purchaser and its representatives have determined is appropriate, and that it and its representatives have had an opportunity to meet with officers and employees of the Business and ICX to discuss the Business and (b) except for the representations and warranties expressly set forth in Article III or in any Ancillary Agreement (and, in the case of clause (iii) below, the indemnification rights of Purchaser Indemnified Persons in Article X in respect of such representations and warranties), (i) Purchaser has not relied on any representation or warranty from Seller or any other Person in determining to enter into this Agreement, (ii) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the Business (or the value or future thereof), the Transferred Assets, the Assumed Liabilities, ICX or the accuracy or completeness of any information regarding any of the foregoing that Seller or any other Person furnished or made available to Purchaser and its representatives (including any projections, estimates, budgets, offering memoranda, management presentations or due diligence materials) and (iii) except for intentional fraud, none of Seller, its Subsidiaries or any other Person shall have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use, of any such information. Without limiting the generality of the foregoing, except as expressly set forth in the representations and warranties in Article III and in the Ancillary Agreements (if any), THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 4.06. Financial Ability. Purchaser has available free and unrestricted cash that is sufficient to enable it to consummate the Transactions.

SECTION 4.07. Brokers. Except for fees and commissions that will be paid by Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Purchaser or any of its Affiliates.

ARTICLE V

COVENANTS

SECTION 5.01. Conduct of Business Prior to the Closing. Unless Purchaser otherwise agrees in writing as set forth below (which agreement shall not be unreasonably withheld or delayed) and except (a) as expressly contemplated by this Agreement, (b) as relates to Excluded Assets or Retained Liabilities, (c) as set forth in Section 5.01 of the Seller Disclosure Schedule or (d) as required by applicable Law, between the date hereof and the Closing Date, each of ICX, Seller and each Seller Subsidiary shall (i) conduct the Business only in the ordinary course, consistent with past practice in all material respects, (ii) continue to make capital expenditures in accordance with Seller's 2009 capital plan, and (iii) use its commercially reasonable efforts to keep available the services of the current officers, key employees and consultants of the Business and to preserve the goodwill and current relationships of ICX, Seller and each Seller Subsidiary with each of the customers, suppliers and other Persons with whom the Business has business relations as is reasonably necessary to preserve substantially intact the Business. Without limiting the foregoing, and as an extension thereof, except as set forth in the Seller Disclosure Schedule, as otherwise expressly contemplated by this Agreement, as required by applicable Law or as otherwise agreed in writing by Purchaser (which agreement shall not be unreasonably withheld or delayed), neither ICX, Seller nor any Seller Subsidiary shall, between the date hereof and the Closing Date, directly or indirectly, do, or agree to do, any of the following:

(i) distribute, sell, assign, transfer, lease, abandon or otherwise dispose of any interest in, any of the Transferred Assets or the assets of ICX (except cash held by ICX) which distribution, sale, assignment, transfer, lease, abandonment or disposition is material, individually or in the aggregate, to the Business taken as a whole, other than sales or licenses of goods or services in the ordinary course of business consistent with past practice;

(ii) distribute, sell, assign, transfer, lease or otherwise dispose of any interest in, or incur a Lien upon, any of the Shares;

(iii) grant any Lien, or permit or suffer to exist any Lien other than a Permitted Lien, on any of the Transferred Assets or assets owned by ICX, or cancel any material debts or settle, discharge or waive any material claims or rights pertaining to the Business, the Transferred Assets or assets owned by ICX;

(iv) materially change, amend or otherwise modify or terminate any Material Contract, Material Real Property Lease or any Contract with a Material Customer or Material Vendor, other than in the ordinary course of business consistent with past practice;

(v) enter into, or become obligated under any Material Contract, Material Real Property Lease or any Contract with a Material Customer or Material Vendor, other than in the ordinary course of business consistent with past practice;

(vi) materially delay or materially postpone the payment of accounts payable or other liabilities or accrue any expenses outside the ordinary course of business consistent with past practice, or accelerate the prepayment of any accounts receivable or accelerate billings or recognize revenue outside the ordinary course of business consistent with past practice;

(vii) amend or terminate without cause any employment agreement or enter into any new employment agreement with any Employee providing for base salary in excess of $175,000 per year, for a term longer than one year, or providing a benefit upon a change in control;

(viii) as for ICX only, merge or consolidate with, or agree to merge or consolidate with, or purchase substantially all of the assets of, or otherwise acquire, any business, business organization or division thereof, of any other Person;

(ix) as for ICX only, except with respect to endorsement of negotiable instruments in the ordinary course of business consistent with past practice, incur, assume or guarantee any Indebtedness, except for (A) purchase money borrowings and capitalized leases in the ordinary course of business in principal amount not exceeding $250,000 in the aggregate, or (B) Indebtedness owed between ICX and an Affiliate of Seller that will be repaid on or prior to Closing;

(x) make or change any material Tax election, change an annual accounting period, adopt or change any accounting method with respect to ICX that would adversely affect the tax treatment of ICX for Purchaser;

(xi) fail to maintain in effect insurance of such types, covering such risks and with amounts and deductibles as are in place on the date of this Agreement solely with respect to the Business and the Transferred Assets;

(xii) grant any rights or licenses or transfer to any Person any rights to any ICX Intellectual Property or that is intended to be Transferred Intellectual Property, other than in the ordinary course of business consistent with past practice, or make or enter into any covenants and agreements not to assert or enforce rights in or with respect to such intellectual property;

(xiii) fail to take reasonable actions to maintain and protect the ICX Intellectual Property and the Transferred Intellectual Property (including making filings and payments of maintenance or similar fees required or reasonably necessary) other than in the ordinary course of business consistent with past practice;

(xiv) change, amend or otherwise modify any accounting practice or policy or procedure with respect to the Business, except as required by US GAAP or applicable Law; or

(xv) authorize, or commit or agree to take, any of the foregoing actions.

If ICX, Seller or a Seller Subsidiary desire to take any action described in this Section 5.01, Seller may, prior to any such action being taken, request Purchaser's consent via an electronic mail and facsimile (with transmission confirmed) to the individuals listed on Exhibit F. Purchaser shall be deemed to have consented to such action unless Purchaser notifies Seller in writing by 11:59 p.m. (Eastern time) on the fifth Business Day following delivery of all notices required in the preceding sentence that Purchaser does not consent to such action.

SECTION 5.02. Access to Information; Advice of Changes.

(a) Prior to the Closing, Seller shall, and shall cause its Subsidiaries to, (i) give Purchaser and its authorized representatives, upon reasonable advance notice and during regular business hours, reasonable access to all books, records, personnel, officers and other facilities and properties of the Business and ICX, (ii) permit Purchaser to make such copies and inspections thereof, upon reasonable advance notice and during regular business hours, as Purchaser may reasonably request, (iii) provide Purchaser with access to information regarding any discussions with customers of the Business regarding the transactions contemplated by this Agreement and any customer Consents as Purchaser may reasonably request, and (iv) cause the officers of Seller and its Subsidiaries to furnish Purchaser with such unaudited financial and operating data and other information with respect to the Business and ICX as is regularly prepared in the ordinary course that Purchaser may from time to time reasonably request; provided, however, that any such access shall be conducted in accordance with Law (including any applicable antitrust or competition law), at a reasonable time, under the supervision of Seller's personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the businesses of Seller and its Subsidiaries; and provided further, however, that any unaudited financial and operating data may include information with respect to M-Qube and the mobile delivery gateway business which is currently included in the internal reports related to the broader business bundle that incorporates the Business and ICX. Seller shall also cooperate with Purchaser's reasonable requests in transition and integration planning for the Business, subject to compliance with applicable Laws and at Purchaser's risk and expense.

(b) Notwithstanding anything contained in this or any other agreement between Purchaser and Seller executed on or prior to the date hereof, Seller shall not have any obligation to make available to Purchaser or its representatives, or provide Purchaser or its representatives with, (i) any Tax Return filed by Seller or any of its Affiliates or predecessors, or any related material, except to the extent relating solely to the Transferred Assets, or (ii) any information if making such information available would (A) jeopardize any attorney-client or other legal privilege or (B) contravene any applicable Law or agreement (including any confidentiality agreement to which Seller or any its Affiliates is a party), so long as Seller has taken all commercially reasonable steps (including requests for waivers) to enable otherwise required disclosure to Purchaser to occur without so jeopardizing privilege or contravening such Law, duty or agreement. If any material is withheld by such party pursuant to the preceding sentence, Seller shall inform Purchaser as to the general nature of what is being withheld.

(c) From and after the date of this Agreement until the Closing, each party hereto shall promptly notify the other party of the failure of the other party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other party pursuant to this Agreement of which the notifying party becomes aware and which would reasonably be expected to result in any condition to the obligations of the other party to effect the transactions provided for in this Agreement not to be satisfied; provided, however, that the delivery of any notice pursuant to this Section 5.02(c) (i) shall not cure any breach of any representation or warranty requiring disclosure of such matter at or prior to the execution of this Agreement or otherwise limit or affect the remedies available hereunder to the party receiving such notice and (ii) shall not be given any effect for the purpose of (x) determining the accuracy of any of the representations and warranties made by the party providing such notice or (y) determining whether any of the conditions set forth in Article VIII has been satisfied.

SECTION 5.03. Confidentiality; Publicity.

(a) The terms of the Mutual Non-Disclosure Agreement, dated as of December 14, 2007, as amended on June 3, 2008, between Seller and Syniverse Technologies (the "**Confidentiality Agreement**") are hereby incorporated herein by reference and shall continue in full force and effect and survive the Closing, except that the non-disclosure and non-use obligations of Purchaser under the Confidentiality Agreement in respect of information about ICX and the Business shall terminate at the Closing. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall nonetheless continue in full force and effect in all respects.

(b) Seller covenants that, from and after the Closing Date, without the prior consent of Purchaser, it will not, and will not permit any of its Subsidiaries, or any of its or their respective directors, officers, employees or agents to, disclose to any Person information to the extent relating to or concerning the Business, the Transferred Assets or the Assumed Liabilities in each case obtained by or in the possession of Seller or any of its Subsidiaries prior to the Closing (the "**Business Confidential Information**"). Notwithstanding anything to the contrary herein, Business Confidential Information may be disclosed without the consent of Purchaser (i) to any Person to the extent such Persons need to know such information for purposes of the Transactions contemplated, Taxes, accounting, litigation, audits and other matters reasonably necessary in respect of the ownership by Seller and the Seller Subsidiaries prior to the Closing of the Transferred Assets or the Business, (ii) if required to be made under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other Law or the rules of any relevant securities exchange. Business Confidential Information shall not include any (x) information that is publicly available, either before or after the Closing Date, except through a violation of this Agreement, (y) has been lawfully acquired after the Closing Date by Seller or any of its Subsidiaries on a non-confidential basis from sources other than Purchaser, *provided* that such source is not known to Seller to be bound by any obligation of confidentiality with Purchaser or any its Affiliates or representatives, or (z) is independently developed without reference to the Business Confidential Information.

(c) In the event that Seller or any of its Affiliates is requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information, or other similar process to disclose any Business Confidential Information which otherwise may not be disclosed except as set forth in Section 5.04(b), Seller or such Affiliate will, to the extent permitted, provide reasonable notice to Purchaser of such request or demand or other similar

process so that Purchaser may seek an appropriate protective order or, if such request, demand or other similar process is mandatory, Purchaser shall waive compliance with the provisions of Section 5.04(b), as appropriate.

(d) Neither of the parties shall issue any press release or make any public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of (i) Seller, in the event the disclosing party is Purchaser, or (ii) Purchaser, in the event the disclosing party is Seller, in each case such consent not to be unreasonably withheld or delayed, except each party may make such disclosure to the extent so required pursuant to an applicable requirement of Law or by obligations pursuant to any listing agreement with or rules of any securities exchange, provided that each party shall give the other a reasonable opportunity to review and comment upon such disclosure to the extent practicable.

SECTION 5.04. Efforts and Actions to Cause the Closing to Occur.

(a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, Seller shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do or cause the conditions set forth in Section 8.01 and Section 8.03 to be satisfied, and Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do or cause the conditions set forth in Section 8.01 and Section 8.02 to be satisfied. Without limiting the foregoing, Seller and Purchaser shall (i) prepare and file all forms, registrations and notices that Purchaser and Seller mutually agree are appropriate and necessary to be filed with Governmental Authorities and other Persons necessary to consummate the Closing and take such actions as are necessary to obtain any requisite Consent, (ii) seek to prevent the initiation of any Action by any Governmental Authority and defend any Actions by or before any Governmental Authority challenging this Agreement or the consummation of the Closing and (iii) appeal or otherwise cause to be lifted or rescinded any Governmental Order adversely affecting the ability of the parties to consummate the Closing. In furtherance of and not in limitation of the foregoing, each of Purchaser and Seller agrees to make or cause to be made an appropriate filing of any Notification and Report Form required pursuant to the HSR Act and any filings or applications that Purchaser and Seller mutually agree are appropriate and necessary under the Laws of any non-U.S. jurisdiction, including the European Union or any member state thereof, as soon as practicable after the date hereof. Notwithstanding anything in this Section 5.04(a) to the contrary, neither Purchaser nor Seller shall be obligated to make any payment or deliver anything of material value to any third party (other than filing and application fees to Governmental Authorities) in order to obtain any Consent.

(b) If any party hereto or Affiliate thereof receives a request for information or documentary material from any Governmental Authority with respect to this Agreement or any of the transactions contemplated hereby, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such information and/or documentary request.

(c) The parties shall keep each other reasonably apprised of the status of matters relating to the completion of the transactions contemplated by this Agreement and work cooperatively in connection with obtaining the requisite Consents of each applicable Governmental Authority, including:

(i) cooperating with each other in connection with filings under the HSR Act, other antitrust or trade regulation Laws of any jurisdiction, and any Laws regulating foreign investment of any jurisdiction in connection with the transactions contemplated by this Agreement;

(ii) furnishing to the other party all information within its possession that is required for any application or other filing to be made by the other party pursuant to the HSR Act, other competition Laws of any jurisdiction, or any Laws regulating foreign investment of any jurisdiction in connection with the transactions contemplated by this Agreement;

(iii) promptly notifying each other of any communications from or with any Governmental Authority with respect to the transactions contemplated by this Agreement;

(iv) not participating in any substantive meetings, discussions or presentations, whether in-person, telephonically, or via any other means, with any Governmental Authority in connection with proceedings under or relating to the HSR Act, other competition Laws of any jurisdiction, or Laws regulating foreign investment of any jurisdiction in connection with the transactions contemplated by this Agreement, unless it consults with the other party in advance, and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate thereat; and

(v) consulting and cooperating with one another in connection with all analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to the HSR Act, competition Laws of any jurisdiction, or Laws regulating foreign investment of any jurisdiction, in connection with the transactions contemplated by this Agreement.

(d) Nothing in this Section 5.04 shall be deemed to require Purchaser or any Subsidiary of Purchaser to agree to (i) dispose of or transfer any asset or business; (ii) license or otherwise make available to any Person any technology or other intellectual property rights associated with any such asset or business; (iii) hold separate any assets or operations (either before or after the Closing Date) or (iv) change or modify any course of conduct or otherwise making any commitment (to any Governmental Authority or otherwise) regarding future operations of Purchaser's or any of its Subsidiaries' businesses.

(e) Prior to deciding whether to provide any commitment to any antitrust, competition or similar Governmental Authority granting an additional time period to review the Transactions or committing not to close the Transactions during such review period or to deciding whether to withdraw and refile any filing made under the HSR Act (any such commitment or decision, an "**Antitrust Extension Decision**"), each of Purchaser and Seller will consult with and consider in good faith the views of the other in connection therewith. Subject to the immediately preceding sentence, (i) during the period from the date hereof until June 30, 2010, Purchaser shall have the sole right to make any Antitrust Extension Decision without Seller's consent and (ii) from and after June 30, 2010, any Antitrust Extension Decision shall require the consent of each of Purchaser and Seller, which consent shall not be unreasonably withheld or delayed.

SECTION 5.05. Bulk Sales. Purchaser hereby waives compliance by ICX, Seller and the Subsidiaries of Seller with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the sale of the Business and the Transferred Assets to Purchaser.

SECTION 5.06. Insurance. Effective as of the Closing, ICX and the Business shall cease to be insured by the insurance policies of Seller and its Subsidiaries.

SECTION 5.07. Certain Services and Benefits Provided by Affiliates. Except as otherwise expressly provided in the Transition Services Agreement, all Overhead and Shared Services provided to the Business or ICX shall cease as of the Closing.

SECTION 5.08. Further Action.

(a) From and after the Closing Date, each of the parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and the Ancillary Agreements and give effect to the Transactions, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Transferred Assets as provided in this Agreement. Without limiting the foregoing, from and after the Closing (i) Seller and the Seller Subsidiaries shall do all things necessary, proper or advisable as reasonably requested by Purchaser in order to put Purchaser in effective possession, ownership and control of the Transferred Assets, and Purchaser shall cooperate with Seller for such purpose, including obtaining consents from any third parties to the extent necessary to transfer any Assumed Contract to Purchaser (or its designated Affiliates) and (ii) Purchaser shall (and shall cause its Subsidiaries to) do all things necessary, proper or advisable as reasonably requested by Seller (A) to transfer to Seller (or such other Person as Seller shall indicate) any Excluded Assets that Purchaser may possess and (B) to assure that Purchaser, rather than Seller or any Seller Subsidiary, is the obligor in respect of all Assumed Liabilities, including by novating any Assumed Contract that is a Nonassignable Asset to Purchaser and seeking to cause the counterparty to any Shared Contract to enter into a new agreement with Purchaser with respect to the matters addressed in such Shared Contract, and Seller shall cooperate with Purchaser for such purposes, provided that neither Purchaser nor Seller shall be obligated to make any payment or deliver anything of value to any third party (other than filing and application fees to Governmental Authorities, which shall be split equally between Seller and Purchaser) in order to obtain any Consent to the transfer of Transferred Assets or the assumption of Assumed Liabilities. If, at any time within six (6) months after the Closing, any party discovers any material right, service, property or assets used or held for use by Seller or any of its Subsidiaries in connection with owning and operating the Business prior to the Closing that is not an Excluded Asset and was not transferred or provided to Purchaser as of the Closing, (i) if such right, service, property or asset was used or held for use by Seller prior to the Closing exclusively in connection with owning and operating the Business, the parties shall take all commercially reasonable actions to effect the transfer thereof to Purchaser, (ii) if such right, service, property or asset was used or held for use by Seller prior to the Closing primarily in connection with owning and operating the Business, the parties shall take all commercially reasonable actions to effect the transfer thereof to Purchaser and the parties shall arrange for Purchaser to provide Seller the benefit of such right, service, property or asset for use in Seller's

retained business following the Closing, and (iii) in all other cases, the parties shall use commercially reasonable efforts to arrange for Seller to provide Purchaser the benefit of such right, service, property or asset for use in the Business following the Closing pursuant to the terms of the Transition Services Agreement; provided that (x) upon the transfer to Purchaser under clause (i) or (ii) above of any right, service, property or asset, Purchaser shall assume any corresponding liability and (y) neither Purchaser nor Seller shall be obligated to make any payment or deliver anything of value to any third party (other than filing and application fees to Governmental Authorities, which shall be split equally between Seller and Purchaser) in order to effect any transfer described in this sentence.

(b) Purchaser shall, upon the request of Seller, and at no cost to Seller (other than reimbursement of out-of-pocket expenses), make the Transferred Employees available at reasonable times and cooperate in all reasonable respects with Seller and the Seller Subsidiaries in the preparation for, and defense of, any lawsuit, arbitration or other Action (whether disclosed or not disclosed in the Seller Disclosure Schedule) filed or claimed against Seller or any of its Affiliates or any of the respective agents, directors, officers and employees of Seller and its Affiliates, whether currently pending or asserted in the future, concerning the operation or conduct of the Business prior to the Closing Date (including any Retained Litigation), except with respect to any Actions between Seller and Purchaser that may arise as a result of this Agreement and the transactions contemplated hereby.

SECTION 5.09. Ancillary Agreements; ATLAS Sublicense.

(a) On the Closing Date, each of Purchaser and Seller shall (and, if applicable, each shall cause its Subsidiaries) execute and deliver each of the Ancillary Agreements to which it is a party if such Ancillary Agreement has not been executed on the date hereof. Seller and ICX shall not amend or waive any term of the Contribution Agreement without Purchaser's prior consent (which consent shall not be unreasonably withheld or delayed).

(b) From and after the date hereof, Purchaser shall execute and deliver the ATLAS Sublicense to Seller, and Seller shall deliver such executed ATLAS Sublicense to TNS and use its commercially reasonable efforts to cause TNS to execute and deliver the ATLAS Sublicense to Purchaser as soon as practicable. In the event TNS fails to deliver an executed ATLAS Sublicense to Purchaser within five (5) days prior to the Closing, Seller shall provide to TNS a written waiver of TNS's obligation to obtain an ATLAS Sublicense and Seller and Purchaser agree to execute a license between themselves, effective as of the Closing, providing for substantially similar rights and obligations as contained in the ATLAS Sublicense to the extent necessary for Purchaser to utilize the services being provided to Purchaser by TNS using ATLAS. In the event that TNS purports to terminate the ATLAS Sublicense to Purchaser pursuant to Section 7.01 of the ATLAS Sublicense prior to May 1, 2012 and there is no independent right of TNS to terminate the ATLAS Sublicense pursuant to Section 7.02 thereof, Seller and Purchaser agree to enter into a license agreement that provides Purchaser with substantially similar rights and obligations as are set forth in the Atlas Sublicense, to the extent necessary for Purchaser to utilize the services being provided to Purchaser by TNS using ATLAS.

SECTION 5.10. Maintenance of Books and Records. After the Closing Date, each of the parties hereto shall, and Purchaser shall cause ICX to, preserve, until at least the fifth anniversary of the Closing Date, all pre-Closing Date records to the extent relating to the

Business possessed or to be possessed by such Person. After the Closing Date and up until at least the fifth anniversary of the Closing Date, upon any reasonable request from a party hereto or its representatives, the party holding such records shall (a) provide to the requesting party or its representatives reasonable access to such records during normal business hours and (b) permit the requesting party or its representatives to make copies of such records, in each case at no cost to the requesting party or its representatives (other than for reasonable out-of-pocket expenses); provided, however, that nothing herein shall require either party to disclose any information to the other if such disclosure would jeopardize any attorney-client or other legal privilege or contravene any applicable Law, fiduciary duty or agreement (it being understood that each party shall cooperate in any reasonable efforts and requests for waivers that would enable otherwise required disclosure to the other party to occur without so jeopardizing privilege or contravening such Law, duty or agreement) or require either party to disclose its Tax records. Such records may be sought under this Section 5.10 for any reasonable purpose, including to the extent reasonably required in connection with accounting, litigation, federal securities disclosure or other similar needs of the party seeking such records (other than claims between Seller and Purchaser or any of their respective Subsidiaries under this Agreement or any Ancillary Agreement). Notwithstanding the foregoing, (i) any and all such records may be destroyed by a party if such destroying party sends to the other party hereto written notice of its intent to destroy such records, specifying in reasonable detail the contents of the records to be destroyed; such records may then be destroyed after the 60th day following such notice unless the other party hereto notifies the destroying party that such other party desires to obtain possession of such records, in which event the destroying party shall transfer the records to such requesting party and such requesting party shall pay all reasonable expenses of the destroying party in connection therewith and (ii) no party shall be required to provide the other party access to, or copies of, any Tax Returns.

SECTION 5.11. Deletion of Non-Transferred Software. Purchaser agrees that, on and following the Closing Date, Purchaser shall not use and shall cause each of its Affiliates not to use any software or computer databases loaded on the Transferred Equipment or on the equipment of ICX as of the Closing Date, unless licenses to such software or computer databases are included in the Transferred Assets or ICX or Purchaser otherwise have the right to use them pursuant to the Intellectual Property License Agreement or Transition Services Agreement or otherwise. Purchaser shall, and shall cause ICX to, as soon as is reasonably practicable, and in any event no later than 45 days following the Closing Date, delete all such software and computer databases from any of the Transferred Equipment and ICX's equipment on which it is installed.

SECTION 5.12. Use of Seller's Trademarks and Logos. Except as expressly provided in the Intellectual Property License Agreement, Purchaser shall not have the right to use, and shall promptly cease and desist from all use of, the name "VeriSign" or any trade names, trademarks, identifying logos or service marks owned by Seller or any of its Subsidiaries (other than as part of the Transferred Intellectual Property) or employing the word "VeriSign" or any part or variation of any of the foregoing or any confusingly similar trade names, trademarks or logos to any of the foregoing (collectively, the "**Seller's Trademarks and Logos**") and will use Purchaser's existing (prior to the Closing Date) trade names, trademarks, identifying logos and services marks or adopt new trade names, trademarks, identifying logos and service marks related thereto which are not confusingly similar to Seller's Trademarks and Logos. Without prejudice to Purchaser's obligation to cease and desist from the use of Seller's Trademarks and Logos, Purchaser shall not use Seller's Trademarks and Logos in any manner that might dilute, tarnish, disparage or reflect adversely on Seller or Seller's Trademarks and Logos or result in any Liability to Seller.

SECTION 5.13. Seller Guarantees and Other Credit Support of the Business. Following the Closing, Purchaser will use its commercially reasonable efforts to procure the release by the applicable counterparty, as soon as reasonably practicable but in no event later than 60 days after the Closing Date, of any continuing obligation of Seller or any Subsidiary of Seller with respect to any Assumed Contract, Shared Contract or Contract binding ICX (including any guarantee or credit support provided by, or any letter of credit posted by, Seller or any such Seller Subsidiary), provided, however, that Purchaser shall not be obligated to make any payment or deliver anything of value to any such counterparty or other third party in order to procure such release, and, unless otherwise indemnifiable by Seller under Section 10.01(a), will indemnify and hold harmless Seller and the Subsidiaries of Seller from and against any Loss resulting from or relating to any such obligation. Without limiting the generality of the foregoing, following the Closing, Purchaser will (a) use its commercially reasonable efforts (except for the payment or delivery of anything of value) to procure the release by the applicable counterparty of any continuing obligation of Seller or any such Subsidiary of Seller with respect to the guarantees or other credit support set forth in Section 5.13 of the Seller Disclosure Schedule and (b) unless otherwise indemnifiable by Seller under Section 10.01(a), indemnify and hold harmless Seller and each such Subsidiary of Seller from and against any Loss resulting from or relating to any continuing obligation of Seller or any such Subsidiary of Seller with respect to any such guarantee or other credit support.

SECTION 5.14. Release of Outgoing Directors and Officers. Purchaser shall cause ICX to irrevocably release and discharge, effective as of the Closing Date, the directors and officers of ICX who will have resigned from their offices as contemplated in Section 2.06(b) from and against any and all past, existing or future, claims, demands, obligations and Liabilities, whether known or unknown, suspected or unsuspected, at law or in equity, arising from or related to any act or omission by any of those individuals in their capacity of directors or officers of ICX prior to the Closing Date; provided, that such release and discharge shall be without prejudice to any rights of Purchaser under Article X.

SECTION 5.15. Retained Litigation.

(a) From and after the Closing, Seller shall retain full control and responsibility for the defense, negotiation or settlement of, and any other action or decision relating to the Actions pending against Seller, Subsidiaries of Seller and/or ICX in relation to the Business that are listed in Section 5.15(a) of the Seller Disclosure Schedule (collectively, the "**Retained Litigation**"). The Retained Litigation includes the "**Picturemail Retained Litigation**", the "**MDG Retained Litigation**" and the "**Other Retained Litigation**", in each case as specified on Section 5.15(a) of such Schedule, and, immediately prior to the Closing, Seller shall deliver to Purchaser a supplement to Section 5.15(a) of the Seller Disclosure Schedule adding any Actions commenced after the date hereof that included claims substantially similar to the claims in such Actions that have been commenced prior to the date hereof (and "**Retained Litigation**" shall be deemed to include any such additional Actions). Notwithstanding the foregoing (or other provision of this Agreement), Seller shall not settle any Retained Litigation without Purchaser's prior written consent (which consent shall not be unreasonably withheld or delayed) unless the relief provided by such settlement would not (i) impose any material obligations or restrictions on the Business or (ii), in the case the MDG

Retained Litigation and Other Retained Litigation, impose any Loss on Purchaser or the Business after the Closing Date that is not indemnifiable by Seller under Section 10.01(a) or (iii), in the case of the Picturemail Retained Litigation, impose any Loss on Purchaser or the Business after the Closing Date in excess of the amount set forth in Section 10.01(b)(v) that is not indemnifiable by Seller under Section 10.01(a). For the purposes of determining the indemnification obligations of Seller and Purchaser under Section 10.01(a)(vi) and Section 10.01(b)(v), respectively, Seller shall make a reasonable allocation between the pre-Closing and post-Closing periods of any Loss arising from any settlement of the Picturemail Retained Litigation. Purchaser may at any time elect to retain separate counsel of its choice to represent Purchaser and/or any of its Subsidiaries, including ICX, in connection with any Retained Litigation, and Purchaser shall pay the fees, charges and disbursements of such counsel; provided that (i) Seller shall have the right to approve the identity of such counsel, such approval not to be unreasonably withheld or delayed, and (ii) such counsel shall have a passive and advisory role only and shall not have the right to control any aspect of the defense or counterclaim (if any) in respect of any Retained Litigation.

(b) In addition, and without prejudice to Purchaser's obligations under Section 5.08(b) and Section 5.10, Purchaser shall, and shall cause its Affiliates, including ICX, subject to reimbursement of all out-of-pocket costs incurred by Purchaser and its Affiliates, to:

(i) cooperate and/or provide assistance, as reasonably requested by Seller, in connection with the defense, negotiation or settlement of any Retained Litigation;

(ii) cooperate with Seller's requests to modify the operation of the Picturemail Business as Seller may reasonably deem necessary or advisable to minimize potential liability under the Picturemail Retained Litigation, provided that, for the avoidance of doubt, any unreimbursed Losses incurred by Purchaser as a result of doing so shall be taken into account for purposes of Section 10.01(a)(vi) and Section 10.01(b)(v);

(iii) make available to Seller individuals that are employed by Purchaser and its Subsidiaries in a timely manner to provide testimony through declarations, affidavits, depositions, or at hearing or trial and to assist Seller in preparation for such events consistent with deadlines dictated by particular Retained Litigation; and

(iv) provide Seller with such documents and data relating to the Business, consistent with deadlines dictated by a particular matter, as required by legal procedure or court order, or if reasonably requested by Seller, in relation to any Retained Litigation.

(c) In the event that a final non-appealable judgment is entered in connection with any Picturemail Retained Litigation (a "**Picturemail Judgment**") and such judgment restricts Purchaser or any Subsidiary of Purchaser from continuing to operate the Picturemail Business in substantially the manner that the Picturemail Business is operated on the date hereof, Seller shall, at its option and within ninety (90) days from entry of such judgment, either (i) pay

to Purchaser [***] or (ii) deliver to Purchaser a fully paid up transferable perpetual license (or such other intellectual property rights) that would permit Purchaser (or such Subsidiary) to continue to operate the Business in such manner. Purchaser's rights under this Section 5.15(c) shall be the sole and exclusive remedy of any Purchaser Indemnified Person in respect of Losses that arise out of any such restriction.

SECTION 5.16. Non-Solicitation. Seller agrees that for a period of one (1) year from and after the Closing Date, Seller shall not, and shall cause its Affiliates (other than Affiliates that are natural persons) not to, directly or indirectly, solicit to hire or hire any Transferred Employee, unless such Person ceased to be an employee of Purchaser or its Subsidiaries prior to such action by Seller or its Affiliates, or, in the case of such Person's voluntary termination of employment with Purchaser or its Subsidiaries, at least three months prior to such action by Seller or its Affiliates. Notwithstanding the foregoing, the restrictions set forth in this Section 5.16 prohibiting solicitation of employment shall not apply to bona fide general solicitations of, or advertisements for, employment placed by Seller or its Affiliates that are not specifically targeted at such Persons. In addition, neither Seller nor any of its Affiliates (other than Affiliates that are natural persons) shall directly, or indirectly through another Person, for so long as Seller shall have continuing obligations under Section 5.17 below, call on, solicit or service any customer, supplier, licensee, licensor or other business relation of Purchaser or any of its Affiliates in order to induce or attempt to induce such Person to cease doing business with Purchaser or any of its Affiliates with respect to the Business, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation with respect to the Business and Purchaser or any of its Affiliates (including making any negative statements or communications with respect to the Business about Purchaser or any of its Affiliates). For purposes of this Section 5.16, the term Affiliate (when used in the context of Seller) shall not include any Person that, after the Closing Date, acquires control of Seller (an "**Acquiring Person**") or any Subsidiary of an Acquiring Person (other than Seller and its Subsidiaries at the time of such acquisition of control) (an "**Acquiring Person Subsidiary**") that does not use information regarding the identities of Transferred Employees for purposes of taking action that would otherwise be prohibited by this Section 5.16.

SECTION 5.17. Noncompetition.

(a) Subject to Section 5.17(b) below, in consideration of Purchaser entering into this Agreement and in order that Purchaser may enjoy the full benefit of the Transferred Assets and the Business, for a period from and after the Closing Date until June 30, 2013 (the "**Noncompetition Period**"), neither Seller nor any of its Affiliates (other than Affiliates that are natural persons) shall, directly or indirectly, carry on, or participate in, a business which is directly in competition with the Business (any such restricted activity, a "**Competitive Business**"); provided, that for purposes of this Section 5.17, the term Affiliate shall not include any Acquiring Person or any Acquiring Person Subsidiary so long as neither the Acquiring Person, any Acquiring Person Subsidiary nor their respective directors, officers or employees use any Business Confidential Information in any material respect in connection with any Competitive Business.

*** Note: Confidential treatment has been requested with respect to the information contained within the [***] marking. Such portions have been omitted from this filing and have been filed separately with the Securities and Exchange Commission.

(b) Nothing in this Section 5.17 shall restrict the right of Seller and its Affiliates to, directly or indirectly:

(i) continue to operate each of the businesses of Seller other than the Business (the "**Existing Businesses**") in substantially the same manner as the Existing Businesses are currently conducted (including any business substantially similar to an Existing Business acquired by Seller or any of its Affiliates on or after the Closing Date to the extent such business is thereafter conducted in substantially the same manner as the Existing Businesses are currently conducted);

(ii) transfer any Existing Business to any third party (including any third party engaged in a Competitive Business);

(iii) provide any service or carry out any activity that Seller or its Subsidiaries will be required to provide or carry out as a result of the adoption of any consensus policy by the Internet Corporation for Assigned Names and Numbers;

(iv) acquire or hold securities of any Person that is engaged in a Competitive Business, provided that such acquisition or holding of securities represents a passive investment that does not exceed 20% of the outstanding voting shares of such Person for Seller or any of its Affiliates and does not give Seller or any of its Affiliates the right to appoint directors or management of such Person or to otherwise exercise control over the management of such Person; or

(v) acquire the majority of the voting securities of any Person, or acquire the assets of a business, that is engaged in a Competitive Business, provided that such Competitive Business (A) is terminated or disposed of within twelve months after completion of such acquisition and (B) represents less than 10% of the revenues generated by such acquired Person or business.

(c) Seller acknowledges and agrees that the remedy at law for any breach, or threatened breach, of any of the provisions of this Section 5.17 will be inadequate and, accordingly, Seller covenants and agrees that Purchaser shall, in addition to any other rights and remedies which Purchaser may have at Law, be entitled to seek equitable relief, including injunctive relief, and to seek the remedy of specific performance with respect to any breach or threatened breach of such covenant, as may be available from any court of competent jurisdiction. Seller hereby waives any requirement for the securing or posting of a bond in connection with seeking any such equitable relief. In addition, Seller and Purchaser agree that the terms of the covenant in this Section 5.17 are fair and reasonable in light of Purchaser's plans for the Transferred Assets and the Business and are necessary to accomplish the full transfer of the goodwill and other intangible assets contemplated hereby. In the event that any of the covenants contained in this Section 5.17 shall be determined by any court of competent jurisdiction to be unenforceable for any reason whatsoever, then any such provision or provisions shall not be deemed void, and the parties hereto agree that said limits may be modified by the court and that said covenant contained in this Section 5.17 shall be amended in accordance with said modification, it being specifically agreed by the parties that it is their continuing desire that this covenant be enforced to the full extent of its terms and conditions or if a court finds the scope of the covenant unenforceable, the court should redefine the covenant so as to comply with applicable Law.

SECTION 5.18. UCC Termination Statements. Prior to the Closing Date, Seller shall use reasonable best efforts to deliver to Purchaser UCC-3 termination statements or similar documents evidencing the termination of all Liens on the Transferred Assets, other than Permitted Liens.

SECTION 5.19. Direct Connects. Seller shall take all actions as specified in Section 5.19 of the Seller Disclosure Schedule to establish independent "group 1" direct connections for Mobile Enterprise Solutions. In addition, Purchaser and Seller shall, and Seller shall cause mQube to, enter into the Connectivity Services Agreement, pursuant to the terms specified in Section 5.19 of the Seller Disclosure Schedule. The obligations of the parties under this Section 5.19 shall expire twenty-four (24) months after the Closing.

ARTICLE VI

EMPLOYEE MATTERS

SECTION 6.01. Offers and Terms of Employment.

(a) Seller shall, and shall cause the relevant Subsidiaries of Seller to, terminate, effective as of the Closing Date, the employment of all the Employees listed in Part I of Section 6.01(a) of the Seller Disclosure Schedule (such schedule to be updated no later than two weeks prior to the Closing). No later than three days prior to, and effective as of, the Closing Date, Purchaser shall, or shall cause one of its applicable Subsidiaries to, offer employment to each such Employee (each such Employee, an "**Offeree**"). Notwithstanding the preceding two sentences, for any such Employee (an "**Inactive Employee**") who is inactive on the Closing Date because of a short-term disability or by reason of a leave under the Family and Medical Leave Act (an "**FMLA Leave**") such termination of employment and offer of employment shall be effective as of the date such Employee returns to active status, and shall be subject to such Employee returning to active status not later than the expiration of such short-term disability benefits or FMLA Leave. Notwithstanding the foregoing provisions of this Section 6.01(a), for employees located in non-US jurisdictions for whom the transfer of employment mechanism described above would be inconsistent with local requirements (each, a "**Non-US TE**"), employment shall transfer through assumption of employment contracts or otherwise in compliance with such requirements. Part II of Section 6.01(a) of the Seller Disclosure Schedule sets forth the manner in which the employment of each Non-US TE is intended by the Purchaser and Seller to be transferred. In the event employment of the Non-US TEs cannot be transferred as outlined on Section 6.01(a) of the Seller Disclosure Schedule, then an agreement outlining the actual method of transfer and the allocation of any associated Liabilities shall be created and negotiated in good faith between Seller and Purchaser, but in all events shall be consistent with the terms of this Agreement.

(b) Each Offeree who accepts Purchaser's or one of its Subsidiaries' offer of employment, together with each non-U.S. Employee whose employment continues as provided in Section 6.01(a), shall be referred to herein as a "**Transferred Employee**." An Offeree who performs work at his then applicable place of employment in the Business on the first Business Day immediately following the Closing Date shall be deemed to have accepted the offer of

employment and to be a Transferred Employee for all purposes of this Agreement, it being understood and agreed that Purchaser shall have no obligation to any Transferred Employee who fails to take such action as may be required of him by local law to commence or continue employment with Purchaser. Immediately following the Closing, all Transferred Employees employed in the U.S. will be employed by ICX. Purchaser shall, upon the request of Seller, promptly advise Seller in writing of the terms of employment that were offered to any Offeree who does not become a Transferred Employee. For the avoidance of any doubt any Person, who is not an Offeree and who performs services on behalf of Seller, Seller Subsidiaries, or their Affiliates, for Purchaser and the Business as part of the Transition Services Agreement shall not be a deemed a Transferred Employee.

(c) The Parties agree that offers of employment to Transferred Employees may be subject to such reasonable background and drug screen checks as the Purchaser shall determine, which checks shall be performed following the Closing Date (or initial date of employment for Inactive Employees). Neither Purchaser nor its Affiliates shall have any Liability or responsibility in respect of any such Employee who fails such checks, and no such Employee shall be treated as a Transferred Employee hereunder, except that Purchaser shall bear full responsibility for any Liability relating to the conduct of the checks or any alleged improprieties in the conduct thereof or in the Purchaser's decision to revoke any offer of employment as a result thereof.

(d) With respect to Employees located in the U.S., Purchaser shall cause each offer of employment pursuant to Section 6.01(a) to provide for an annual base salary or hourly wage rate (as applicable), that is the same as such salary or rate (as applicable) of, or made available to, the relevant Offeree immediately prior to the Closing Date plus, in the case of Employees located in the U.S., a one-time increase in such salary or hourly wage rate (as applicable) equal to the excess of (x) the amount contributed by such Offeree towards the premium for medical benefits provided by Purchaser in the first pay period immediately following the Closing Date, over (y) the amount contributed by such Offeree towards the premium for medical benefits provided by Seller in the last pay period immediately prior to the Closing Date, multiplied by twenty-six (the number of pay periods in one fiscal year), and (i) annual and long-term bonus and incentive compensation opportunities (other than incentive compensation opportunities related to the transactions contemplated by this Agreement), (ii) employee and retirement benefits, and (iii) other terms and conditions of employment (the items in clauses (i), (ii) and (iii) are referred to collectively, as the "**Employment Terms**") that are the same as those of a similarly situated employee of Purchaser; provided, that nothing in this sentence shall restrict the ability of Purchaser to implement changes to any such Employment Terms, so long as such changes do not have a materially disproportionate impact on Transferred Employees as compared to other similarly situated employees of Purchaser; and provided further, that in the case of any Offeree whose terms and conditions of employment are subject to collective bargaining or other collective labor representation (as identified in Section 3.11(c) of the Seller Disclosure Schedule), Purchaser shall cause each such offer of employment (or, where applicable, the continuation of employment) to have such Employment Terms as may be required under applicable Law or any applicable collective bargaining or other collective labor agreement.

(e) (i) During the six-month period immediately following the Closing Date or any longer period required by applicable Law (such period, the "**Coverage Period**"), Purchaser shall, and shall cause its Subsidiaries to, continue to provide each Transferred

Employee located in the U.S. with the annual base salary or hourly wage rate (as applicable) and Employment Terms in accordance with Section 6.01(d).

(ii) Section 6.01(e)(ii) of the Seller Disclosure Schedule shall list the employment terms and conditions currently provided to all Transferred Employees located in non-U.S. jurisdictions. During the Coverage Period, Purchaser shall, and shall cause any of its Subsidiaries that employs a Transferred Employee located in non-U.S. jurisdictions, to provide such Transferred Employees with the same employment terms and conditions as specified on Section 6.01(e)(ii) of the Seller Disclosure Schedule.

(iii) Nothing in this Section 6.01(e) shall restrict the right of Purchaser or a Subsidiary of Purchaser to terminate the employment of any Transferred Employee, provided any such termination is effected in accordance with applicable Law and the terms of any applicable Purchaser Benefit Plan or applicable collective agreement or collective bargaining agreement (as identified in Section 3.11(c) of the Seller Disclosure Schedule).

(f) With respect to any Transferred Employee (other than a Transferred Employee who is covered by a change of control agreement set forth on Section 6.02(b) of the Seller Disclosure Schedule) who, during the Coverage Period, is terminated without cause, Purchaser shall provide, or shall cause its applicable Subsidiary to provide, severance benefits in an amount equal to no less than the greater of (i) six weeks' base pay of such Transferred Employee, (ii) the severance benefits such Transferred Employee would be entitled to receive under Purchaser's or such Subsidiary's severance policies in effect at the time of the Transferred Employee's termination of employment with Purchaser or such Subsidiary, and (iii) the severance benefits including applicable notice periods such Transferred Employee would be entitled to receive under (A) Seller's or such Subsidiary's severance policies or (B) if applicable, Seller's written agreement with such Transferred Employee, in either case, in effect at the time of the Closing Date. In the event that the greatest of such three amounts paid to any such Transferred Employee (other than a Transferred Employee who is covered by a change of control agreement set forth on Section 6.02(b) of the Seller Disclosure Schedule) is described in clause (iii) above, Seller shall reimburse Purchaser promptly upon the presentation of appropriate documentation evidencing such payment and the circumstances thereof, the excess of the amount (plus the amount of employment taxes actually required to be paid by Purchaser or its Affiliates, excluding, for the purposes of clarity, amounts withheld from the payments themselves, in respect of such amounts) described in clause (iii) over the greater of the amounts described in clauses (i) and (ii).

(g) If any Transferred Employee identified in Section 6.01(a) of the Seller Disclosure Schedule as requiring a visa, work permit or employment pass or other approval for his employment to commence with, or to transfer to or continue with Purchaser or any of its Subsidiaries following the Closing Date, Purchaser shall promptly file any and all necessary applications or documents and shall take all actions needed to secure the necessary visa, permit, pass or other approval, and Seller shall provide such assistance as reasonably requested by Purchaser in connection therewith.

(h) Not later than ten days after the end of each month in the six-month period following the Closing Date, Purchaser shall provide Seller with the information set forth in Section 6.01(h) of the Seller Disclosure Schedule with respect to each Transferred Employee whose employment with Purchaser or any of its Subsidiaries terminated during such month,

provided that the information provided following the six-month anniversary of the Closing Date shall cover the entire period since the Closing Date. In addition, Purchaser shall promptly provide Seller with such information as Seller shall reasonably request regarding the circumstances related to the termination of employment of any such Transferred Employee.

SECTION 6.02. Assumption of Liabilities.

(a) Subject to Section 6.02(b) and Section 6.02(c), effective from and after the Closing, Purchaser and its Affiliates shall assume and be solely responsible for all employment and employee benefits-related Liabilities that arise on or after the Closing Date and that relate to Purchaser's employment, from and after the Closing Date, of any Transferred Employee (or any dependent or beneficiary of such Transferred Employee) and, except as expressly provided herein, neither Seller nor any of its Subsidiaries shall have any Liability with respect to any such Transferred Employee (or any dependent or beneficiary of such Transferred Employee) that relates to such Transferred Employee's employment with Purchaser or any of its Affiliates.

(b) Seller and its Subsidiaries shall be responsible for, and Purchaser and its Affiliates shall not assume, honor, pay, perform, or reimburse Seller and its Subsidiaries for, any Liabilities of Seller, or any of its Subsidiaries, that have accrued, been incurred, or arise before the Closing Date, to or in respect of any Transferred Employee, including, but not limited to, earned but unpaid salaries, bonuses (including annual and transaction stay bonuses), vacation pay, sick pay, holiday pay, severance pay and other like obligations and payments, Seller equity awards (all of the foregoing which Seller shall have the sole obligation to extinguish as applicable, and pay out to any Transferred Employee); provided, however, that Purchaser shall assume all Liability for (i) accrued but unused vacation time where such Liability is required to be assumed by operation of Law, (ii) under any change in control agreements with Transferred Employees set forth on Section 6.02(b) of the Seller Disclosure Schedule, (iii) as provided in Part II of Section 6.01(a) of the Seller Disclosure Schedule.

(c) (i) Subject to compliance by Purchaser with its obligations under Section 6.01 hereof, as applicable to non-U.S. Transferred Employees and U.S. Employees respectively, from and after the Closing, Seller and its Subsidiaries shall be solely responsible for any and all Liabilities arising in connection with any actual or threatened claim by any non-U.S. Transferred Employee or U.S. Employee who does not become a Transferred Employee, that his employment in connection with the Business or otherwise with Seller or any of its Subsidiaries has been actually or constructively terminated as a direct or indirect result of or otherwise in connection with the consummation of the transactions contemplated by this Agreement.

(ii) Purchaser shall be solely responsible for any and all Liabilities arising in connection with any actual or threatened claim by any U.S. Transferred Employee that his employment in connection with the Business or otherwise with Seller or any of its Subsidiaries has been actually or constructively terminated as a direct or indirect result of or otherwise in connection with the consummation of the transactions contemplated by this Agreement.

(d) Except as otherwise specifically provided in this Article VI, effective from and after the Closing Date, Seller and its Subsidiaries shall remain responsible for any and all employment and employee benefits-related Liabilities of Seller, any of its Subsidiaries or any Seller Benefit Plan incurred or arising out of any period ending on or prior to the Closing Date, to or in respect of any current or former employee of the Business (or any dependent or beneficiary of such employee).

(e) Purchaser shall, or shall cause its Affiliates to, pay the Transferred Employees in respect of annual bonus for the period prior to the Closing Date such amounts as are determined by Seller to be payable, as set forth in a schedule to be provided by Seller to Purchaser, net of any tax withholdings required in respect of such payments. Seller shall, not later than 5 Business Days prior to the date such payments are to be made (as specified by Seller in such schedule), pay to Purchaser the aggregate of such amounts plus the amount of employment taxes actually required to be paid by Purchaser or its Affiliates (excluding, for the purposes of clarity, amounts withheld from the payments themselves) in respect of such amounts. (For the avoidance of doubt, in determining the "employment taxes actually required to be paid," if an amount required to be paid pursuant to this Section 6.02(e) is in excess of the wages subject to employment taxes already paid in the applicable year (such as amounts required to be paid in excess of wages subject to the non-HI portion of FICA taxes), such amount will not be treated as subject to an employment tax.).

(f) Purchaser shall, or shall cause its Affiliates to, pay the Transferred Employees in respect of any of Seller's Sales Compensation Plans for the calendar quarter commencing prior to the Closing Date and ending after the Closing date such amounts as are determined by Seller to be payable, as set forth in a schedule to be provided by Seller to Purchaser, net of any tax withholdings required in respect of such payments. Seller shall, not later than 5 Business Days prior to the date such payments are to be made (as specified by Seller in such schedule), pay to Purchaser the aggregate of such amounts plus the amount of employment taxes actually required to be paid by Purchaser or its Affiliates (excluding, for the purposes of clarity, amounts withheld from the payments themselves) in respect of such amounts.

SECTION 6.03. Union Employees and Plans.

(a) Effective as of the Closing Date, Purchaser shall, or shall cause one of its Subsidiaries to, (i) recognize each collective bargaining or other labor representative identified in Section 3.11(c) of the Seller Disclosure Schedule then representing any of the Transferred Employees, and (ii) assume each collective bargaining or other collective labor agreement identified in Section 3.11(c) of the Seller Disclosure Schedule covering any Transferred Employees or the terms and condition of employment of any Transferred Employees. From and after the Closing Date, Purchaser shall, and shall cause its Subsidiaries to, assume, honor, pay and perform all of the Liabilities and obligations under or in respect of each such collective bargaining or other collective labor agreement in accordance with the terms thereof as in effect immediately prior to the Closing Date or as the same may thereafter be amended in accordance with its terms, including all such Liabilities and obligations of Seller or any of its Subsidiaries.

(b) Seller and Purchaser shall cooperate and take all reasonably necessary or appropriate actions with respect to any requirement under applicable Law or any applicable agreement to notify the collective bargaining or other labor representatives of the Employees of this Agreement and/or the transactions contemplated hereby, including any applicable works council, and to provide such information and engage in such notifications, discussions or negotiations with such representatives as may be required by applicable Law or any applicable agreement.

SECTION 6.04. Participation in Purchaser Benefit Plans.

(a) Effective as of the Closing Date, except as otherwise provided in this Article VI, each Transferred Employee shall cease to participate in any Seller Benefit Plan (other than as a former employee of Seller and its Subsidiaries to the extent, if any, permitted by the terms of such Seller Benefit Plan). Effective from and after the Closing, Purchaser shall, or shall cause its applicable Subsidiaries to, establish or have in effect Benefit Plans for the benefit of the Transferred Employees (and their dependents and beneficiaries) in accordance with the requirements of this Article VI and Purchaser's and its Subsidiaries' offers of employment.

(b) From and after the Closing Date, Purchaser shall, and shall cause its applicable Subsidiaries to, recognize the service of the Transferred Employees prior to the Closing Date with Seller or any of its Affiliates and any of their respective predecessors as service with Purchaser for all purposes under Purchaser Benefit Plans, including eligibility to participate, vesting, level of benefits and, for purposes of severance and vacation benefits, benefit accrual, except to the extent the recognition of such service would result in the duplication of benefits for the same period of service. From and after the Closing Date, each Transferred Employee shall immediately be eligible to participate, without any waiting time, in any and all Purchaser Benefit Plans. With respect to any Purchaser Benefit Plan that is a medical, dental, or other health plan, Purchaser shall, and shall cause its Subsidiaries to, (i) waive or cause to be waived any pre-existing condition exclusions and requirements that would result in a lack of coverage of any pre-existing condition of a Transferred Employee (or any dependent thereof) that would have been covered under the Seller Benefit Plan in which such Transferred Employee (or eligible and enrolled dependent thereof) was a participant immediately prior to the Closing Date, and credit or cause to be credited any time accrued against applicable waiting periods relating to such pre-existing condition and (ii) waive any health eligibility, actively-at-work or medical examination requirements under such plans.

(c) Purchaser agrees to cause its tax-qualified defined contribution plan for U.S. employees to allow each Transferred Employee who has one or more account balances in Seller's tax-qualified 401(k) plan to make a "direct rollover" of such account balances (including promissory notes evidencing all outstanding loans) from Seller's defined contribution plan if such Transferred Employee elects to make such a rollover.

SECTION 6.05. WARN Act Compliance. The parties agree to cooperate in good faith to determine whether any notification may be required under the Worker Adjustment and Retraining Notification Act, as amended (the "**WARN Act**"), and any similar Law. Purchaser agrees to provide any required notice under the WARN Act, and any similar Law, and to otherwise comply with the WARN Act and any such other similar Law with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting Transferred Employees (including as a result of the consummation of the transactions contemplated by this Agreement) and occurring from and after the Closing. Seller shall comply with the WARN Act or any similar Law with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting Employees (including as a result of the consummation of the transactions contemplated by this Agreement) and occurring prior to the Closing. During the 90-day period immediately following the Closing, Purchaser agrees to not take and to cause its Subsidiaries not to take, any action that would, alone or in the aggregate, cause the termination of any Employee that occurs on or before the Closing Date to constitute a "plant closing" or "mass layoff" or group termination under the

WARN Act or any similar Law, or creates any Liability or penalty to Seller for any employment terminations under applicable Law. On the Closing Date, Seller shall notify Purchaser of any "employment loss" (as that term is defined in the WARN Act) of any Employees in the 90-day period prior to the Closing.

SECTION 6.06. No Amendments or Third-Party Beneficiaries.

(a) Nothing contained in this Agreement shall (i) constitute or be deemed to be an amendment to any Purchaser Benefit Plan or Seller Benefit Plan or (ii) require Purchaser to amend, modify, affect, or terminate any Purchaser Benefit Plan (other than as may be required to reflect the obligations of Purchaser set forth in Article VI).

(b) The provisions of this Article VI are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any Person (including for the avoidance of doubt any Employee), other than the parties hereto and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Article VI) under or by reason of any provision of this Agreement.

ARTICLE VII

TAX MATTERS

SECTION 7.01. Transfer Taxes. Seller and Purchaser agree that all Transfer Taxes imposed by any Governmental Authority in connection with this Agreement, the Ancillary Agreements and the Transactions, shall be borne equally by Seller (or its applicable Subsidiaries), on the one hand, and Purchaser (or its applicable Subsidiaries), on the other hand, whether levied on Seller, Purchaser or any of their Subsidiaries. In the event that any such Transfer Taxes are required under applicable Law to be collected, remitted or paid by one party or any of its Subsidiaries or any agent thereof (as requested by such party or any of its Subsidiaries), the other party shall (on behalf of itself and of its applicable Subsidiaries) pay half the amount of such Transfer Taxes to the first mentioned party, any of its Subsidiaries or any such agent, as applicable, at the Closing or thereafter, as applicable, as requested of or by the first mentioned party. Notwithstanding the foregoing, all payments due to Seller shall be made without any deduction or withholding on account of any Taxes, except as required by applicable Law in which case the sum payable by Purchaser in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Seller receives and retains (free from any Liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

SECTION 7.02. Tax Characterization of Adjustments. Seller and Purchaser agree to treat, and cause their respective Subsidiaries to treat, all payments made either to or for the benefit of the other under any indemnity provisions of this Agreement and for any misrepresentations or breach of warranty or covenants as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof.

SECTION 7.03. Parties' Responsibility. Subject to Section 7.01, Seller, or a relevant Subsidiary of Seller, as applicable, is and shall remain solely responsible for all Tax

matters arising from or relating to the Business, ICX and/or the Transferred Assets through the Closing. Purchaser, or a relevant Subsidiary of Purchaser, as applicable, shall be solely responsible for all Tax matters arising from or relating to the Business, ICX and/or the Transferred Assets after the Closing. In the case of any Straddle Period, the amount of any Taxes based on or measured by income or receipts of the Business, ICX and/or the Transferred Assets for the portion of the Straddle Period up to and through the Closing shall be determined based on an interim closing of the books as though the Taxable period of the Business ended on the Closing. The amount of other Taxes of the Business for the portion of the Straddle Period up to and through the Closing Date shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period. The parties shall cooperate with each other concerning all Tax matters.

SECTION 7.04. Tax Returns.

(a) Seller shall be responsible for the timely filing (taking into account any extensions received from the relevant tax authorities) of all Tax Returns required by Law to be filed by, or with respect to, ICX in respect of any period ending on or before the Closing. Such Tax Returns shall be true, correct and complete in all material respects, and all Taxes indicated as due and payable on such Tax Returns shall be paid or will be paid by Seller as and when required by Law.

(b) Purchaser shall be responsible for the timely filing (taking into account any extensions received from the relevant Tax authorities) of all Tax Returns required by Law to be filed by, or with respect to, ICX in respect of any period ending after the Closing Date, it being understood that all taxes indicated as due and payable on such Tax Returns shall be the responsibility of Purchaser, except for such Taxes which are the responsibility of Seller pursuant to Section 7.03. Such Tax Returns shall be prepared on a basis consistent with those prepared for prior taxable periods unless a different treatment of any item is required by an intervening change in Law.

(c) Seller shall be entitled to review and comment on any Tax Return for ICX for any taxable period that is a Straddle Period before it is filed. Purchaser shall submit a draft of any such Tax Return to Seller at least 90 days before the date such Tax Return is required to be filed with the relevant Tax authority. Seller shall have 30 days after the date of receipt thereof to submit to Purchaser in writing Seller's comments with respect to such Tax Return. Purchaser shall notify Seller within 15 days after receipt of such comments of (a) the extent, if any, to which Purchaser accepts such comments and will file such Tax Return in accordance therewith and (b) the extent, if any, to which Purchaser rejects such comments.

(d) To the extent Purchaser rejects comments of Seller, Purchaser and Seller shall, within 10 days, appoint an independent public accounting firm of nationally recognized standing that does not then audit the books of Purchaser, Seller or any relevant Subsidiary to determine the correct manner for reporting the items that are in dispute. Seller and Purchaser agree promptly to provide to such accounting firm all relevant information, and such accounting firm shall have 30 days to submit its determination. The determination of such accounting firm shall be binding upon the parties and Purchaser shall file such Tax Return in accordance therewith. The fees and expenses of such accounting firm shall be paid one-half by Seller and one-half by Purchaser.

(e) Except as required by Law, neither Purchaser nor any of its Affiliates will amend, re-file, revoke or otherwise modify any Tax Return or Tax election of, or in respect of, ICX or the Transferred Assets with respect to a pre-Closing Tax period or Straddle Period without the prior written consent of Seller.

(f) Notwithstanding the provisions of Section 10.02(b), the Indemnifying Party shall have the right to conduct the defense of and settle any third party claims related to Taxes.

SECTION 7.05. Section 338(h)(10) Election. Seller and Purchaser shall effect, or cause to be effected, the timely filing of a completed Form 8023 and shall take such other steps, including those required by Form 8023 and Treasury Regulation Section 1.338(h)(10)-1, as may be necessary to make effective elections pursuant to Section 338(h)(10) of the Code (and any corresponding election under state or local law) with respect to ICX. Seller shall prepare Form 8883 and similar forms for purposes of state and local taxation concurrently with the preparation of the Allocation Schedule in accordance with Section 2.03(d), and the parties shall take such other actions required pursuant to the Treasury Regulations under Section 338(h)(10) of the Code to report the allocation of the portion of the Purchase Price and Assumed Liabilities with respect to the Shares as allocable thereto in a manner consistent with the principles of Section 2.03 (the "**ICX Purchase Price Allocation**"). The procedures set forth in Section 2.03(d), including the use of an Accounting Arbitrator, shall also govern any dispute and the resolution thereof with respect to the final ICX Purchase Price Allocation. For all Tax purposes (except with respect to Tax Returns the timely filing of which may not be extended, without the imposition of penalties, until after the ICX Purchase Price Allocation has been finalized), Purchaser and Seller agree (i) to report, and cause their respective Subsidiaries to report, the transactions contemplated by this Agreement in a manner consistent in all material respects with the final ICX Purchase Price Allocation, which shall be binding upon Purchaser and Seller and their respective Subsidiaries and (ii) not to take any position inconsistent therewith in any Tax Return, Tax filing (including filings required under Sections 1060 and 338 of the Code), audit, refund claim or otherwise.

SECTION 7.06. Refunds and Tax Benefits. Purchaser shall promptly pay to Seller an amount equal to any refund or credit (including any interest paid or credited with respect thereto) received by Purchaser or any of its Affiliates in connection with the Transferred Assets, the Business or ICX (i) relating to Taxable periods ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such period ending on the Closing Date or (ii) attributable to any Tax pre-paid by Seller, or its Affiliates, for Taxable periods, or the portions thereof, ending after the Closing Date. Purchaser shall, if requested, by Seller and at Seller's expense, cause the relevant entity to file for and obtain any refund or credit which would give rise to a payment under this Section 7.06. Purchaser shall permit Seller to control the prosecution of any such refund claim, and shall cause the relevant entity to authorize by appropriate power of attorney such person as Seller shall designate to represent such entity with respect to such refund claim.

ARTICLE VIII

CONDITIONS TO CLOSING

SECTION 8.01. Conditions to Each Party's Obligation. The obligation of Purchaser and Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) Governmental Approvals. All applicable waiting periods under the HSR Act and any other material antitrust or trade regulation Laws of any jurisdiction, if applicable to the consummation of the transactions contemplated by this Agreement, shall have expired or been terminated, any applicable extension or agreement entered into pursuant to Section 5.04(e) shall have expired, and all necessary Consents thereunder shall have been received.

(b) No Antitrust Injunction or Statute. No Governmental Order enacted, entered, promulgated, enforced or issued by any Governmental Authority preventing, on antitrust, anti-competition or similar grounds, consummation of the transactions contemplated by this Agreement shall be in effect on the Closing Date, nor shall the granting of any such Governmental Order be the subject of a pending motion or expedited appeal before any court on the Closing Date.

(c) No Other Injunction or Statute. No Governmental Order enacted, entered, promulgated, enforced or issued by any Governmental Authority preventing, on any grounds other than antitrust, anti-competition or similar grounds, consummation of the transactions contemplated by this Agreement shall be in effect on the Closing Date.

SECTION 8.02. Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) Except for any inaccuracy that has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement or on Seller or any of its Affiliates, each representation and warranty contained in Article IV (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date of this Agreement and as of the Closing Date as if restated at and as of the Closing Date or (ii) if made as of a date specified therein, as of such date, and Seller shall have received a certificate signed by a senior officer of Purchaser to such effect.

(b) The covenants, obligations and agreements contained in this Agreement to be complied with by Purchaser on or before the Closing shall have been complied with in all material respects, except that Purchaser shall have complied in all respects with its obligations under Article II to be complied with by Purchaser on or before the Closing, and Seller shall have received a certificate signed by a senior officer of Purchaser to such effect.

(c) Each of Purchaser and, if applicable, its wholly owned Subsidiaries shall have executed and delivered to Seller each of the Ancillary Agreements to which it is a party.

SECTION 8.03. Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties in Section 3.06(b) shall be true and correct as of the date of this Agreement and as of the Closing Date as if restated at and as of the Closing Date, the representations and warranties in Section 3.09(c) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as if restated at and as of the Closing Date and in the case of each other representation and warranty contained in Article III, except for any failure to be true and correct that has not had and would not reasonably be expected to have a Material Adverse Effect, such representation or warranty (disregarding all materiality and Material Adverse Effect qualifications contained therein), shall be true and correct (i) as of the date of this Agreement and as of the Closing Date as if restated at and as of the Closing Date or (ii) if made as of a date specified therein, as of such date, and Purchaser shall have received a certificate signed by a senior officer of Seller to such effect.

(b) The covenants, obligations and agreements contained in this Agreement to be complied with by Seller on or before the Closing shall have been complied with in all material respects, except that Seller shall have complied in all respects with its obligations under Article II to be complied with by Seller on or before the Closing, and Purchaser shall have received a certificate signed by a senior officer of Seller to such effect.

(c) Each of Seller and, if applicable, its Subsidiaries shall have executed and delivered to Purchaser each of the Ancillary Agreements to which it is a party.

(d) Seller shall have received and provided to Purchaser each Consent identified on Section 8.03(d) of the Seller Disclosure Schedules.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

SECTION 9.01. Termination. This Agreement may be terminated at any time prior to the Closing (except as limited as to time in the case of paragraph (b) below):

(a) by the mutual written consent of Seller and Purchaser;

(b) by Seller or Purchaser, upon prior written notice to the other party, if the Closing shall not have occurred prior to June 30, 2010 (the "**Termination Date**"); except that if, as of such date, any one or more of the conditions set forth in Section 8.01(a), 8.01(b) or 8.01(c) shall not have been satisfied but all other conditions set forth in Article VIII shall have been satisfied or, for those conditions intended to be satisfied at the Closing, shall be capable of being satisfied, the Termination Date may be extended once by either party until October 31, 2010, in which case all references to the Termination Date shall be to the Termination Date as so extended;

(c) by Seller, upon prior written notice to Purchaser, in the event a condition set forth in Section 8.01 or Section 8.02 has not been satisfied, is not reasonably capable of being satisfied and has not been waived by Seller, on or prior to the Termination Date; or

(d) by Purchaser, upon prior written notice to Seller, in the event a condition set forth in Section 8.01 or Section 8.03 has not been satisfied, is not reasonably capable of being satisfied and has not been waived by Purchaser, on or prior to the Termination Date.

Notwithstanding anything in this Section 9.01 to the contrary, the right to terminate this Agreement pursuant to paragraphs (b), (c) or (d) above shall not be available to any party whose breach of any provision under this Agreement has been the cause of, or resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such paragraph prior to the Closing.

SECTION 9.02. Effect of Termination. In the event of termination of this Agreement in accordance with this Article IX, this Agreement shall be null and void and of no further force and effect, except as set forth in this Section 9.02, Section 9.03 and Article XI (other than Section 11.13), all of which shall survive any such termination, and there shall be no liability or obligation on the part of any party, except with respect to any Losses incurred or suffered by a party that were the result of fraud or intentional breach of this Agreement prior to termination.

SECTION 9.03. Termination Fee.

(a) If this Agreement is terminated by (i) Purchaser pursuant to Section 9.01(d) as a result of either or both of the conditions set forth in Section 8.01(a) or Section 8.01(b) not being satisfied or becoming incapable of being satisfied when all other conditions set forth in Article VIII have been satisfied or, for those conditions intended to be satisfied at the Closing, shall be capable of being satisfied, (ii) Seller pursuant to Section 9.01(c) as a result of (A) a material uncured breach by Purchaser of its obligations under Section 5.04 and/or (B) either or both of the conditions set forth in Section 8.01(a) or Section 8.01(b) not being satisfied or becoming incapable of being satisfied when all other conditions set forth in Article VIII have been satisfied or, for those conditions intended to be satisfied at the Closing, shall be capable of being satisfied or (iii) either Purchaser or Seller pursuant to Section 9.01(b) and, at the time of such termination pursuant to this clause (iii) either or both of the conditions set forth in Section 8.01(a) or Section 8.01(b) shall not have been satisfied but all other conditions set forth in Article VIII shall have been satisfied or, for those conditions intended to be satisfied at the Closing, shall be capable of being satisfied, then Purchaser shall pay to Seller no later than 5:00 p.m. Eastern Time on the fifth (5th) Business Day following such termination a termination fee of $17,500,000 (the "**Termination Fee**"); provided, however, that for purposes of this Section 9.03(a), a party shall not be entitled to assert that a condition precedent set forth in Article VIII has not been satisfied or has become incapable of being satisfied (and such party therefore shall not be entitled to receive the Termination Fee or shall be required to pay the Termination Fee, as the case may be) if the event or condition causing the condition precedent not to be satisfied is caused by or the result of such party's bad faith, willful misconduct, gross negligence or material uncured breach of any covenant set forth herein, including without limitation the covenant set forth in Section 5.04(b) as well as any other covenant in Section 5.04.

(b) Each of the parties acknowledges that the agreements contained in this Section 9.03 are an integral part of the transactions contemplated by this Agreement, that the amounts (if any) payable pursuant to Section 9.03(a) are not a penalty but rather constitute liquidated damages in a reasonable amount that will compensate Seller in the circumstances in which such termination fee is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, and that, without these agreements, Seller would not enter into this Agreement. Accordingly, if Purchaser fails to timely pay the Termination Fee, when due in accordance with this Section 9.03, and, in order to

obtain such payment, Seller commences a suit that results in a judgment against Purchaser for the amounts set forth in this Section 9.03, Purchaser shall pay to Seller its reasonable and documented costs and expenses (including reasonable and documented attorneys' fees and expenses) in connection with such suit.

ARTICLE X

INDEMNIFICATION

SECTION 10.01. Indemnification; Remedies. (a) From and after the Closing, Seller shall indemnify, defend and hold harmless Purchaser from and against all Losses incurred by Purchaser, its Subsidiaries and their respective officers and directors (collectively the "**Purchaser Indemnified Persons**") that arise out of:

(i) any inaccuracy in, or breach of, any of Seller's representations and warranties contained in this Agreement (disregarding, for purposes of calculating damages but not for purposes of assessing whether a breach has occurred, any materiality or "Material Adverse Effect" qualification contained therein);

(ii) any breach by Seller of its covenants contained in this Agreement;

(iii) any Retained Liabilities (other than Losses arising from the Retained Litigation) or Excluded Assets;

(iv) any ICX Excluded Liabilities (other than Losses arising from the Retained Litigation);

(v) the MDG Retained Litigation;

(vi) the Picturemail Retained Litigation to the extent of any such Losses (A) relating to the conduct of the Business by [***] and (B) [***] relating to the conduct of the Business by [***] (it being agreed that for purposes of this clause (vi) and clause (v) of Section 10.01(b) Losses shall not include Losses incurred as a result of any equitable or injunctive relief resulting from a Picturemail Judgment, such Losses being addressed exclusively by Section 5.15(c)); or

(vii) any Other Retained Litigation but only to the extent of Losses relating to the conduct of the Business by Seller or ICX prior to Closing.

(b) From and after the Closing, Purchaser shall indemnify, defend and hold harmless Seller from and against all Losses incurred by Seller, its Subsidiaries and their respective officers and directors (collectively the "**Seller Indemnified Persons**") that arise out of:

(i) any inaccuracy in, or breach of, any of Purchaser's representations and warranties contained in this Agreement;

*** Note: Confidential treatment has been requested with respect to the information contained within the [***] marking. Such portions have been omitted from this filing and have been filed separately with the Securities and Exchange Commission.

(ii) any breach by Purchaser of its covenants contained in this Agreement;

(iii) any Assumed Liabilities (other than Losses arising from the Retained Litigation);

(iv) any ICX Assumed Liabilities (other than Losses arising from the Retained Litigation);

(v) the Picturemail Retained Litigation, but only to the extent of [***] of such Losses relating to the conduct of the Business by [***]; or

(vi) any Other Retained Litigation, but only to the extent of Losses relating to the conduct of the Business by Purchaser or ICX after the Closing.

(c) Seller's and Purchaser's indemnification obligation under Section 10.01 shall be subject to each of the following limitations:

(i) with respect to indemnification under Section 10.01(a)(i) or solely with respect to covenants required to be performed prior to Closing, Section 10.01(a)(ii), for Losses arising out of or relating to any breaches of any representation or warranty by Seller in this Agreement, such obligation to indemnify shall survive the Closing and terminate on the eighteen-month anniversary of the Closing Date, except for the representations and warranties set forth in (i) Section 3.01 (Organization and Good Standing), Section 3.02 (Authority), Section 3.04 (Capitalization), Section 3.09(c) (Ownership of the Transferred Assets) and Section 3.14 (Brokers), which shall survive indefinitely or until the latest date permitted by law (the "**Fundamental Representations**"), and (ii) the representations and warranties in Section 3.15 (Taxes), which shall terminate 90 days following the expiration of the applicable statutes of limitation, in each such case unless before such date Purchaser has provided Seller with an applicable Claim Notice;

(ii) there shall be no obligation to indemnify under Section 10.01(a)(i) or solely with respect to covenants required to be performed prior to Closing, Section 10.01(a)(ii) (A) unless the aggregate of all Losses for which Seller, but for this clause (A), would be liable under Section 10.01(a)(i) and solely with respect to covenants required to be performed prior to Closing, Section 10.01(a)(ii) exceeds on a cumulative basis an amount equal to $750,000 (the "**Deductible**"), and then only to the extent of such excess; or (B) for any amount, once the aggregate indemnification paid by Seller under Section 10.01(a)(i) and solely with respect to covenants performed prior to Closing, Section 10.01(a)(ii) exceeds $17,500,000; provided that the Deductible shall not apply to a breach of any Fundamental Representation or Section 3.12 (Environmental Matters);

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(iii) there shall be no obligation to indemnify under Section 10.01(a) to the extent the Loss (A) consists of a liability that was included in the determination of the Final Working Capital, or (B) relates to any breach of representation, warranty, or covenant expressly and specifically waived, in writing, by Purchaser;

(iv) there shall be no obligation to indemnify under Section 10.01(b) to the extent the Loss relates to any breach of representation, warranty, or covenant expressly and specifically waived, in writing, by Seller;

SECTION 10.02. Notice of Claim; Defense.

(a) If (i) any third party or Governmental Authority institutes, threatens or asserts any Action that may give rise to Losses for which a party (an "**Indemnifying Party**") may be liable for indemnification under this Article X (a "**Third-Party Claim**") or (ii) any Person entitled to indemnification under this Agreement (an "**Indemnified Party**") shall have a claim to be indemnified by an Indemnifying Party that does not involve a Third-Party Claim, then the Indemnified Party shall promptly send to the Indemnifying Party a written notice specifying the nature of such claim and a good faith estimate of the amount of all related Losses (a "**Claim Notice**"). The Indemnifying Party shall be relieved of its indemnification obligations under this Article X only if (and then only to the extent that) it is actually prejudiced by the failure of the Indemnified Parties to provide a timely and adequate Claim Notice.

(b) In the event of a Third-Party Claim, the Indemnifying Party may elect to retain counsel of its choice to represent such Indemnified Parties in connection with such Action and shall pay the fees, charges and disbursements of such counsel so long as the Indemnifying Party notifies the Indemnified Party, within thirty (30) days after the Indemnified Party has given notice of the Third-Party Claim to the Indemnifying Party, that the Indemnifying Party is assuming the defense against (or settlement of) such Third Party Claim and will indemnify the Indemnified Party against such Third Party Claim in its name or, if necessary, in the name of the Indemnified Party in accordance with the terms and limitations of this Article X; provided, that (i) the Indemnified Parties and their counsel shall reasonably cooperate with the Indemnifying Party and its counsel in connection with such Action and (ii) the Indemnifying Party shall not be entitled to assume the conduct and control of such settlement and defense if (A) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation, (B) the Indemnified Party is advised by counsel chosen by it that there are one or more defenses available to the Indemnified Party which the Indemnifying Party has not or cannot assert on behalf of the Indemnified Party, (C) the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim, or (D) a conflict exists with respect to the counsel retained by the Indemnifying Party. The Indemnifying Party shall not settle any such Action without the relevant Indemnified Parties' prior written consent (which shall not be unreasonably withheld or delayed), unless (1) the sole relief provided is monetary damages that are entirely paid or reimbursed by the Indemnifying Party, (2) there is no finding or admission of any violation of applicable law and (3) such settlement includes an unconditional release from all liability with respect to such claim. Notwithstanding the foregoing, if the Indemnifying Party elects not to retain counsel and assume control of such

defense or is otherwise not entitled to do so in accordance with this Section 10.02, then the Indemnified Parties shall assume control of the defense in connection with such Action, and the fees, charges and disbursements of no more than one such counsel per jurisdiction selected by the Indemnified Parties shall be reimbursed by the Indemnifying Party. Under no circumstances will the Indemnifying Party have any liability in connection with any settlement of any Action that is entered into without its prior written consent (which shall not be unreasonably withheld or delayed). The foregoing provisions of this Section 10.02(b) shall not apply to any Third-Party Claim that alleges conduct for which both Seller and Purchaser would be an "Indemnifying Party" under Section 10.01(a)(iii) or (iv) (with respect to Seller) and Section 10.01(b)(iii) or (iv) (with respect to Purchaser). In any such case, each of Seller and Purchaser shall, at its cost and expense, assume and control the defense of the portion of such Third-Party Claim related to conduct for which such party would be so required to provide indemnity.

(c) From and after the delivery of a Claim Notice, at the reasonable request of the Indemnifying Party, each Indemnified Party shall grant the Indemnifying Party and its counsel, experts and representatives reasonable access, during normal business hours, to the books, records, personnel and properties of the Indemnified Party to the extent reasonably related to the Claim Notice at no cost to the Indemnifying Party (other than for reasonable out-of-pocket expenses of the Indemnified Parties).

(d) The provisions of this Section 10.02 are subject to the terms of Section 5.15 and Section 7.04(f).

SECTION 10.03. No Duplication; Exclusive Remedy. (a) Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Transferred Asset, an Assumed Liability, an Excluded Asset, a Retained Liability or a Liability relating to the Retained Litigation, or a breach of more than one representation, warranty, covenant or agreement, as applicable.

(b) From and after the Closing, the exclusive remedy of the Indemnified Persons in connection with this Agreement, the Contribution Agreement and the transactions contemplated hereby and thereby (whether under this contract or arising under common law or any other Law) shall be as provided in this Article X; provided, however, that nothing in this Article X shall limit in any way either party's remedies in respect of intentional fraud by the other party in connection with the transactions contemplated hereby. In addition, nothing in this Section 10.03(b) shall operate to interfere with or impede the operation of the provisions of Section 2.04, Section 5.15, Article VII or the Parties' right to seek equitable remedies (including specific performance or injunctive relief) to enforce Section 5.03, Section 5.15, Section 5.16 and Section 5.17.

SECTION 10.04. Limitation on Set-off. Neither Purchaser nor Seller shall have any right to set off any unresolved indemnification claim pursuant to this Article X against any payment due pursuant to Article II.

SECTION 10.05. Mitigation. Purchaser and Seller shall cooperate with each other with respect to resolving any claim or liability with respect to which one party is obligated to indemnify the other party under this Article X, including by making reasonable best efforts to mitigate, whether by seeking claims against a third party, an insurer or otherwise.

ARTICLE XI

GENERAL PROVISIONS

SECTION 11.01. Waiver. Either party may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant to this Agreement or (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any failure to assert, or delay in the assertion of, rights under this Agreement shall not constitute a waiver of those rights.

SECTION 11.02. Expenses.

(a) Except as otherwise provided in this Agreement or the Ancillary Agreements, the parties shall bear their respective direct and indirect costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby.

(b) Unless otherwise indicated, all dollar amounts stated in this Agreement are stated in U.S. currency and all payments required under this Agreement shall be paid in U.S. currency in immediately available funds.

SECTION 11.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Persons at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.03):

If to Seller:

VeriSign, Inc.
21355 Ridgetop Circle
Lakeside III
Dulles, VA 20166
Attention: General Counsel
Fax Number: (703) 450-7326

with copies (which shall not constitute notice) to:

VeriSign, Inc.
487 East Middlefield Road, Building 2
Mountain View, CA 94043
Attention: Kevin Werner
Fax Number: (650) 426-3139

and

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: Christopher E. Austin
Fax Number: (212) 225-3999

If to Purchaser:

Syniverse Holdings, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647
Attention: General Counsel
Fax Number: (813) 637-5882

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

Alston & Bird LLP
950 F Street, NW
Washington, DC 20004
Attention: David E. Brown, Jr.
Fax Number: (202) 654-4945

SECTION 11.04. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not fundamentally changed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 11.06. Entire Agreement. This Agreement, together with the Ancillary Agreements and the Confidentiality Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Seller and Purchaser with respect to the subject matter hereof.

SECTION 11.07. Assignment. Except as explicitly provided herein, neither party may directly or indirectly transfer any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party; provided, that, following the Closing, Purchaser may assign any of its rights under this Agreement to any Person that succeeds to substantially all of the assets of any Business Component, but no such assignment shall relieve Purchaser of any of its obligations under this Agreement. Any purported transfer or delegation in violation of this Section 11.07 shall be null and void.

SECTION 11.08. No Third-Party Beneficiaries. Except for the rights of Purchaser Indemnified Persons and Seller Indemnified Persons under Article X, this Agreement is for the sole benefit of the parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 11.09. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by the parties.

SECTION 11.10. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any parties hereunder, shall be governed exclusively by the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

(b) To the fullest extent permitted by applicable Law, each party hereto (i) agrees that any claim, action or proceeding by such party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court for the Southern District of New York or any court of the State of New York sitting in the Borough of Manhattan, and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of such courts located in New York, New York for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.03 or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. The preceding sentence shall not limit the jurisdiction of the Accounting Arbitrator set forth in Section 2.04, although claims described in the preceding sentence may be asserted in such courts for purposes of enforcing the jurisdiction and judgments of the Accounting Arbitrator.

(c) Each party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 11.10.

SECTION 11.11. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed

shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11.12. No Presumption. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provisions.

SECTION 11.13. Availability of Equitable Relief. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with the terms hereof. Accordingly in the event of any breach or threatened breach by a party of its obligations under this Agreement, the affected party shall be entitled to equitable relief (including specific performance of the terms hereof) without prejudice to any other rights or remedies that may otherwise be available to such other party.

SECTION 11.14. Time of Essence. Each of the parties hereto hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

SECTION 11.15. Construction of Agreements. Notwithstanding any other provisions in this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement entered into by Seller and Purchaser pursuant to this Agreement, the provisions of this Agreement shall control (unless the Ancillary Agreement explicitly provides otherwise).

IN WITNESS WHEREOF, Seller, Seller Subsidiaries and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SYNIVERSE HOLDINGS, INC.

By: /s/ Tony G. Holcombe
Name: Tony G. Holcombe
Title: President and Chief Executive Officer

VERISIGN, INC.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: SVP Corp. Dev. & Strategy

VERISIGN S.À.R.L.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title:

VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title:

VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title:

VERISIGN SERVICES INDIA PRIVATE LIMITED

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title:

Signature Page – Acquisition Agreement

EXHIBIT A

SOFTWARE SUBLICENSE AGREEMENT

THIS Software Sublicense Agreement (this "License Agreement") is dated as of [—] (the "Effective Date"), by and between Transaction Network Services, Inc., a Delaware corporation ("Licensor") and [—], a [—] ("Licensee" and, together with Licensor, the "Parties" and each of Licensor and Licensee, a "Party").

W I T N E S S E T H:

WHEREAS, Pursuant to the Atlas License Agreement between VeriSign, Inc., a Delaware corporation ("VeriSign"), and Licensor dated May 1, 2009 (the "Atlas License"), VeriSign agreed to grant a license to certain software and associated rights held by VeriSign, and Licensor agreed to obtain such license, in each case on the terms and subject to the conditions set forth herein;

WHEREAS, Pursuant to the Atlas License, Licensor has a limited right to sublicense its rights pursuant to a written agreement; and

WHEREAS, Licensor has agreed to grant, and Licensee has agreed to obtain, a sublicense of certain rights granted to Licensor under the Atlas License.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

AGREEMENT

SECTION 1.01. DEFINITIONS The following capitalized terms shall have the meaning set forth below for all purposes of this License Agreement:

"Confidential Information" shall have the meaning specified in Section 5.02.

"CSG Services" means the Number Identity Registry ("NIR"), Network Routing Directory ("NRD"), and/or Teleblock services.

"Derivative Work" shall have the meaning ascribed to it under the United States Copyright statute, 17 USC § 101.

"Disclosing Party" shall have the meaning specified in Section 5.01.

"Intellectual Property Rights" shall mean all intellectual and industrial property rights in any jurisdiction, and including all such rights in and to: (a) any patents (including design and utility patents) or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) trade secrets, including

business, technical and know-how information, non-public information (whether patentable or not in any country), inventions, invention disclosures, discoveries and confidential information; (c) copyrights (including copyrights in software, which includes data files, Source Code, Object Code, application programming interfaces and copyrights in other Software-related specifications and documentation), rights in databases (or other collections of information, data, works or other materials), and designs; (d) Trademarks and any goodwill associated therewith; (e) any registrations, applications to register, and renewals and extensions of any of the foregoing in any jurisdiction; and (f) any moral rights.

"Number Identity Registry" means the NIR Service (as such name may be updated by Licensor from time to time) which is described as follows:

(i) A service registry that provides customers access to the telephone number ownership, routing information and other information associated with a given telephone number via ENUM or other telecommunications protocols;

(ii) The NIR Service transforms E.164 numbers into DNS names, and uses existing DNS services to look up what services are available for a specific E.164 addresses; and/or

(iii) The NIR Service utilizes various data sources as its input (e.g. NPAC, LERG, MVNOs and authoritative data sources around the globe) and provides access to this data via ENUM or other telecommunications protocols.

The NIR Service may be updated by Licensor from time to time to offer enhanced functionalities that complement the foregoing description.

"Network Routing Directory" means the NRD Service (as such name may be updated by Licensor from time to time) which is a multi-service centralized routing directory that provides location and routing information for IP-based endpoints and telecommunication devices. The NRD Service is further described as follows:

(i) The NRD Service can function as a common interconnect registry through which peering service providers exchange routing information;

(ii) The NRD Service may function as a central routing server layered upon a service provider's core network, through which network elements discover the location of endpoints;

(iii) Equipped with SIP, ENUM or other interfaces the NRD Service is capable of simultaneously functioning as an ENUM Registry, SIP Redirect Server SIP Proxy Server, or other similar functions using other telecommunications protocols;

(iv) Through callouts to network elements, both internal and external to the core network, the NRD Service supports interoperability between the SIP, ENUM, and other telecommunications protocols; and/or

(v) The NRD Service also supports distribution of provisioned data to 3rd party registries through ESPP or other telecommunications protocols.

The NRD Service may be updated by Licensor from time to time to offer enhanced functionalities that complement the foregoing description.

"Object Code" shall mean computer programming code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

"Open Source" shall mean any software or software code (including, without limitation, any Source Code components, development tools, scripts, applications, plug-ins, data, or libraries) distributed or made available under any license or terms that require as a condition of use, modification, and/or distribution that any other software components that are incorporated with or into, derived from, or distributed with such software or software code be (i) disclosed or distributed in Source Code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge. In addition to the foregoing, Open Source shall include any software that is the subject of a license approved or certified by the Open Source Initiative, or compliant with the Open Source Initiative "Open Source" definition (including, without limitation, software code licensed under GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License and BSD License).

"Person" shall mean any individual, partnership, limited liability company, joint venture, firm, corporation, association, business, trust, unincorporated organization or other enterprise or form of organization or any governmental authority.

"Software" means those components of the ATLAS Object Code provided by Licensor to Licensee hereunder as described in Attachment A to the extent such components are applicable to the CSG Service(s) ordered by Licensee. For the avoidance of doubt, Software may include any Derivative Software (as defined in the Atlas License).

"Source Code" shall mean computer programming code other than Object Code, that may be displayed in a form readable and understandable by a programmer, and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface, graphical user interface, and object libraries.

"Teleblock" means the TeleBlock Service (as such name may be updated by Licensor from time to time) which makes it possible for Licensor's customers and/or its telemarketer clients to subject their telemarketing calls to a screening and blocking process. The TeleBlock Service may be updated by Licensor from time to time to offer enhanced functionalities that complement the foregoing description.

"Term" shall have the meaning specified in Section 7.01.

"Third Party" shall mean any Person other than Licensee, Licensor or any of Licensor's subsidiaries.

"Trademarks" means trademarks, service marks, brand names, distinguishing guises, trade dress, certification marks, logos, designs, trade names, corporate names and other indications of origin.

"VeriSign Trademarks" shall have the meaning specified in Section 2.03(f).

SECTION 1.02. Terms Generally. In this License Agreement, (a) words in the singular shall include the plural and vice versa, and words of one gender shall include the other gender as the context requires; (b) the term "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this License Agreement and not to any particular provision of this License Agreement, and Introductory Paragraphs, Recitals, Articles, Sections and Attachment references are to the introductory paragraph, recital, article, section and attachments or exhibits to this License Agreement unless otherwise specified; (c) the word "including" and words of similar import when used in this License Agreement shall mean "including, without limitation," unless otherwise specified; (d) unless otherwise specified, references to an agreement include all schedules or exhibits to such agreement, and all duly executed amendments to such agreement, schedules and exhibits; and (e) where consent of either Party is required hereunder, except as otherwise specified herein, such Party's consent may be withheld or qualified in its sole discretion.

ARTICLE II

PROVISION OF TECHNOLOGY AND SUBLICENSE

SECTION 2.01. License. Subject to Licensee's compliance with the other terms and conditions of this License Agreement and subject to the Atlas License, Licensor hereby grants to Licensee during the Term of this License Agreement, a non-exclusive, royalty free, worldwide, non-sublicensable, and non-transferable sublicense to install, reproduce, execute, and display the Software, on Licensor or Licensee equipment in Licensee's location(s) (including, for the avoidance of doubt, on Licensor's equipment delivered to Licensee's location(s) with the Software already installed), solely as necessary for receiving the CSG Service(s) or, if so approved by Licensor, helping Licensor to provide the CSG Service(s), all to the extent approved by Licensor.

SECTION 2.02. Restrictions on the License. Licensee shall not:

(a) incorporate into the Software, or incorporate the Software into, any Open Source components;

(b) create Derivative Works of the Software;

(c) disclose, transfer, sell, assign, lease, distribute, or sublicense or make available the Software (or any portion thereof) to any Person, in each case except as permitted in herein;

(d) decrypt, modify, disassemble, decompile, or reverse engineer the Software;

(e) use the Software in connection with providing any services other than the approved CSG Services or the development of any new services;

(f) remove (and shall reproduce without modification) any identifying legends or copyright notices from the Software; or

(g) have or obtain any right to use any Trademarks owned by VeriSign, including, without limitation, “Atlas” and “Argus” (collectively, the “VeriSign Trademarks”). For the avoidance of doubt, and without limiting the generality of the foregoing, the VeriSign Trademarks may not be used in press, sales, or marketing except as is otherwise mutually agreed to by VeriSign in writing.

SECTION 2.03. No Other License. All rights not expressly granted herein are reserved by Licensor. Except as explicitly provided in Section 2.01, no license, ownership interest, or other right is granted herein by Licensor with respect to any Intellectual Property Rights or with respect to the Software, including, without limitation, in any Source Code for the Software.

SECTION 2.04. Support. Licensee agrees and acknowledges that VeriSign has no obligation or responsibility to provide any assistance, consulting services, bug fixes, patches, or other support with respect to the Software.

ARTICLE III

OWNERSHIP

SECTION 3.01. IP Ownership. Licensee acknowledges that VeriSign exclusively owns and shall retain all Intellectual Property Rights and title in and to the Software.

SECTION 3.02. No Inconsistent Action. Licensee acknowledges and agrees that to the extent permitted by law, it shall not challenge VeriSign’s ownership of its Intellectual Property Rights as acknowledged herein, or the validity or enforceability thereof unless Licensee is taking such action after VeriSign has asserted such ownership against Licensee.

ARTICLE IV

SECURITY

SECTION 4.01. Security Requirements. Licensee acknowledges the importance of maintaining the security and confidentiality of the Software and agrees to maintain physical safeguards and otherwise prevent the access, transfer, disclosure, or use of the Software in a manner inconsistent with the obligations of Licensee under this License Agreement. To meet its obligations hereunder, Licensee shall at a minimum:

(a) treat the Software with the same degree of care that it uses for its own very important confidential information, but in any event with no less than a reasonable degree of care;

(b) have security systems in place that restrict access to the Software and to those persons for which access is authorized under this License Agreement;

(c) take all appropriate measures to secure and protect the Software from theft and unauthorized, improper, or accidental use, access, modification, disclosure, or destruction;

(d) take all appropriate measures to ensure that no computer storage devices containing Software are disposed of or otherwise presented to others in violation of the License Agreement unless all Software has been securely deleted; and

(e) notify Licensor as soon as practicable of any breach of any of the physical or electronic security measures set forth herein.

SECTION 4.02. Certification of Compliance.

(a) Licensee will provide Licensor with an annual certification establishing that Licensee's use of the Software is in compliance with the required security requirements set forth in Section 4.01.

ARTICLE V

CONFIDENTIALITY

SECTION 5.01. Obligations of Confidentiality. Each Party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the other Party (in such capacity, the "Disclosing Party") provided by the Disclosing Party or otherwise received or accessed by the Receiving Party hereunder. The Receiving Party shall (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than reasonable care); (ii) use the Disclosing Party's Confidential Information only for the purpose for which it was disclosed; and (iii) not disclose or disseminate the Disclosing Party's Confidential Information to any Person other than those employees, agents, contractors and subcontractors of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this License Agreement.

SECTION 5.02. Definition of Confidential Information. As used herein, "Confidential Information" shall mean (i) the Software; and (ii) all trade secrets (including business, technical and know-how information) and other non-public, proprietary information disclosed that is marked or otherwise identified in writing as confidential or that should be reasonably understood to be confidential under the circumstances.

SECTION 5.03. Exclusions. Excluding in all cases Software, the provisions of this Article V shall not apply to the extent, but only to the extent, that such Confidential Information: (a) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) subsequently learned from an independent third party without breach of any confidentiality obligation owed to a Party hereto; (c) is or becomes publicly available through no wrongful act of the Receiving Party or breach of this License Agreement; (d) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, self-regulation, government requirement, court

order, the rules of any stock exchange or regulatory authority (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

SECTION 5.04. Survival of Restrictions. Notwithstanding anything to the contrary herein, the obligations under this Article 5 with respect to Confidential Information shall survive indefinitely.

ARTICLE VI

LIABILITY, WARRANTY, AND INDEMNITY

SECTION 6.01. EXCLUSION OF WARRANTIES. THE SOFTWARE, PROVIDED HEREUNDER IS PROVIDED "AS IS." LICENSEE ACKNOWLEDGES THAT NEITHER LICENSOR NOR VERISIGN MAKES OR HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED REGARDING THIS LICENSE AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, RELIABILITY, COMMERCIAL SUCCESS OR USEFULNESS, SUFFICIENCY, OR NON-INFRINGEMENT. ALL WARRANTIES ARE HEREBY DISCLAIMED, AND NO WARRANTY IS GIVEN THAT THE SOFTWARE WILL CONFORM TO ANY DESCRIPTION THEREOF OR BE FREE OF DEFECTS OR IS, OR WILL OPERATE, WITHOUT ERRORS.

SECTION 6.02. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, IN EACH CASE ARISING OUT OF, OR IN ANY MANNER RELATING TO, THIS LICENSE AGREEMENT, THE PERFORMANCE OR BREACH HEREOF, OR THE SUBJECT MATTER HEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT OR SHOULD HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES RESULTING FROM (i) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSEE THAT RESULTS IN EITHER A BREACH OF THE SECURITY REQUIREMENTS OR PUBLIC DISCLOSURE OF THE SOFTWARE SOURCE CODE OR (ii) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE GROSS NEGLIGENCE OF EITHER PARTY OR ITS PERSONNEL, OR (iii) EITHER PARTY'S OBLIGATIONS UNDER ARTICLE V, OR SECTION 6.03.

SECTION 6.03. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensor and/or VeriSign for, against and in respect of any loss, damage, action, claim, cost or expense suffered or incurred by Licensor or VeriSign to the extent resulting from or arising out of:

(a) any non-permitted use of the Software by or on behalf of Licensee; and

(b) any infringement upon any Intellectual Property Right of any third party that arises from the foregoing.

ARTICLE VII

TERM AND TERMINATION

SECTION 7.01. Term. The term of this License Agreement (the "Term") shall commence on the Effective Date and continue until the earlier of the date Licensor terminates this License Agreement by sending prior written termination notice to Licensee, or May 1, 2012, unless otherwise terminated as set forth herein.

SECTION 7.02. Termination.

(a) For Breach. In the event of a material breach of the License Agreement, each of Licensor and VeriSign may terminate the License Agreement if such breach is not cured within thirty days after providing written notice thereof by either Licensor or VeriSign to Licensee, provided that if either Licensor or VeriSign reasonably believes in good faith that a disclosure of the Software other than as permitted under the License Agreement has occurred, such disclosure shall be considered a material breach that is not curable, and either Licensor or VeriSign shall have a right to terminate immediately without the thirty day waiting period.

(b) Termination of the Atlas License. Upon termination or expiration of the Atlas License for any reason, this License Agreement shall automatically terminate.

SECTION 7.03. Effect of Termination. Upon termination of the License Agreement, Licensee shall immediately delete and discontinue use of all Software, shall have no right to keep any copies of the Software for any reason, and shall destroy or return all of the foregoing copies. Licensee shall certify to Licensor in writing that the foregoing has occurred.

SECTION 7.04. Survival. In addition to this Section 7.04, the following provisions shall survive termination or expiry of this License Agreement: Sections [7.04, and Articles 3, 5, 6 and 8.]

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Binding Effect; Assignment. This License Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors. Licensee may not assign or transfer the License Agreement or any obligation hereunder. Any assignment in violation of this Section shall be void. Any assignment or transfer under this Section shall not relieve a Party of its obligations under this License Agreement.

SECTION 8.02. Third-Party Beneficiaries. Licensee agrees and acknowledges that VeriSign is an intended third party beneficiary of this License Agreement, and that as such VeriSign has the right to enforce any or all provisions of this License Agreement. Except as otherwise specifically provided herein, no other third party is intended, or shall be deemed, to be a beneficiary of any provision of this License Agreement.

SECTION 8.03. Entire Agreement; Amendments. This License Agreement, along with the schedules and exhibits attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this License Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

SECTION 8.04. Equitable Relief. Licensee acknowledges that because of the importance to Licensor and VeriSign of the software and documentation licensed hereunder, a breach this License Agreement could cause substantial and irreparable damage to Licensor and/or VeriSign. Nothing in the License Agreement shall preclude Licensor or VeriSign from seeking injunctive or equitable relief of any nature, without the need to post any bond or security against a threatened breach or a breach of the security requirements or the continuation of such breach.

SECTION 8.05. Compliance with Applicable Law; Permits. Licensee covenants and agrees that its business will be operated in conformance with all applicable laws and regulations of all jurisdictions in which that business may be operated and in accordance with generally accepted industry standards. Licensee, at its sole expense, shall be responsible for obtaining and maintaining all licenses, permits, and regulatory approvals which are required by all governmental authorities with respect to the operation of its business and to comply with any requirements of such authorities.

SECTION 8.06. Relationship of Parties. The relationship of the Parties shall be that of independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

SECTION 8.07. Notices. Notices concerning this License Agreement shall be in writing and shall be given or made by means of facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, with proper postage or other charges paid and, in each case, addressed or directed to the respective Parties as follows. A notice that is sent by facsimile shall also be sent by one of the other means set out in this subsection.

Licensor:

Transaction Network Services, Inc.
4501 Intelco Loop SE
Olympia, WA 98507

Copy to (which shall not constitute notice):

VeriSign, Inc.
21355 Ridgetop Circle
Dulles, VA 20166
Phone Number: (703)-948-3200
Fax Number: (703)-450-7326
Attention: General Counsel

Licensee:

Copy to (which shall not constitute notice):

Notices of a change in ownership, change in name of firm, or change in mailing address shall be given by mail as promptly as practical following such a change. Notices of a change in ownership must include the names of all new owners or officers, registered agents for service of process and state of incorporation or organization.

SECTION 8.08. No Waiver. A Party's failure to exercise any right under this License Agreement shall not constitute a waiver of any other terms or conditions of this License Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this License Agreement. In order to be effective, all waivers under this License Agreement must be in writing and signed by the waiving Party.

SECTION 8.09. Headings. The various headings and subheadings in this License Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this License Agreement or any provision hereof.

SECTION 8.10. Severability. The invalidity of one or more phrases, sentences, clauses or articles contained in this License Agreement shall not affect the remaining portions of this License Agreement or any part thereof; and in the event that one or more phrases, sentences, clauses or articles shall be declared void or unenforceable by any court of competent jurisdiction or by any government or regulatory agency, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and this License Agreement shall be construed as if any such phrases, sentences, clauses and articles had not been inserted herein.

SECTION 8.11. Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be a condition to the effectiveness of this License Agreement that each party shall have executed the same counterpart.

SECTION 8.12. Further Acts. The Parties agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary and appropriate in order to effectuate the licenses and assignments contemplated by this License Agreement.

SECTION 8.13. Applicable Law. This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. All actions arising out of or relating to this License Agreement shall be heard and determined exclusively in a United States District Court for the District of Delaware or any court of the State of Delaware, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably agree to the laying of venue in such courts and waive the defense of an inconvenient forum to the maintenance of any such action.

SECTION 8.14. Construction of Agreements. Notwithstanding any other provisions in this License Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this License Agreement and the provisions of the Acquisition Agreement, the provisions of this License Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be duly executed as of the day and year first written above.

Transaction Network Services, Inc.

By:	______________________	By:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

EXHIBIT B

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (the "**Bill of Sale**"), dated [—], is executed by and between VERISIGN, INC[1]., a Delaware corporation ("**Seller**"), and SYNIVERSE HOLDINGS, INC., a Delaware corporation ("**Purchaser**"). Reference is made to that certain Acquisition Agreement dated August 24, 2009 (the "**Agreement**") by and among Purchaser, Seller, acting on its own behalf and on behalf of Additional VeriSign Sellers (as defined in the Agreement), VERISIGN S.À.R.L., a Swiss société à responsabilité limitée, VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA, a limited liability company incorporated under the laws of Brazil, State of Sao Paulo, VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD., a wholly foreign-owned enterprise established in the Dongcheng district and formed under the laws of the People's Republic of China, and VERISIGN SERVICES INDIA PRIVATE LIMITED., a company limited by shares incorporated under the Companies Act 1956 and existing under the laws of India.

Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, subject to and in accordance with the terms of the Agreement, all of Seller's right, title and interest in and to the Transferred Assets (or, with respect to Assumed Contracts and Shared Contracts, the Assumed Contracts and Shared Contracts to which Seller is a party or in which Seller has an interest), to have and to hold such Transferred Assets so sold, assigned, transferred, conveyed and delivered, or intended so to be, unto Purchaser and its successors and assigns forever. Purchaser hereby purchases, acquires, and accepts all of Seller's right, title, and interest in and to the Transferred Assets (or, with respect to Assumed Contracts and Shared Contracts, the Assumed Contracts and Shared Contracts to which Seller is a party or in which Seller has an interest), and, subject to and in accordance with the terms of the Agreement, assumes and agrees to pay, perform and discharge promptly as they become due any and all Assumed Liabilities. Seller and Purchaser expressly acknowledge and agree that Seller is not, pursuant to this Bill of Sale, transferring to Purchaser any right, title or interest in, to or under any Excluded Assets. Notwithstanding the foregoing, in the event any Assumed Contract or Shared Contract is not assigned on the date hereof due to the failure to obtain a required Consent to the assignment of such Contract, then upon receipt of any such Consent, all of such Seller's right, title, and interest in and to such Contract shall automatically be deemed to have been assigned, transferred, conveyed, and delivered to Purchaser pursuant to this Bill of Sale, and Purchaser shall automatically be deemed to have accepted and assumed the Assumed Liabilities of Seller under each such Contract as and to the extent provided in the Agreement in accordance with the foregoing provisions and the other provisions of this Bill of Sale.

2. This Bill of Sale is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference.

[1] Each Seller Subsidiary to enter into a separate Bill of Sale with respect to the Transferred Assets assigned by it.

Nothing contained in this Bill of Sale shall be deemed to modify, limit, extend, add to or amend any of the rights or obligations (including, for the avoidance of doubt, any representation or warranty) of any party under the Agreement. In the event of any conflict or inconsistency between the Agreement and the terms hereof, the terms of the Agreement shall govern and remain in full force and effect. This Bill of Sale is for the sole benefit of parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of, this Bill of Sale.

3. Each of Seller and Purchaser agrees to execute or cause to be executed any additional documents, and take or cause to be taken any further actions reasonably requested by the other, to carry out the intent hereof.

4. Whenever possible, each provision of this Bill of Sale shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Bill of Sale is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Bill of Sale.

5. Neither this Bill of Sale nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument duly executed on behalf of each party by its duly authorized officer or employee. No course of dealing between or among any party having any interest in this Bill of Sale shall be deemed effective to modify, amend or discharge any part of this Bill of Sale or any rights or obligations of any person under or by reason of this Bill of Sale.

6. The internal laws of the State of New York, irrespective of any conflict of laws principles that would result in the application of the laws of another jurisdiction, will govern the validity of this Bill of Sale, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

7. This Bill of Sale may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by each of the parties hereto as of the date first written above.

VERISIGN, INC.	SYNIVERSE HOLDINGS, INC.
By: ______________________	By: ______________________
Name: Kevin Werner	Name:
Title: SVP. Corp. Dev. & Strategy	Title:

EXHIBIT C

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement (the "Agreement") is made as of October 23, 2009 between VeriSign, Inc., a Delaware corporation, acting on its own behalf and on behalf of its Subsidiaries ("VeriSign" or "Seller"), and Syniverse Holdings, Inc., a Delaware Corporation ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Seller and Purchaser entered into an Acquisition Agreement on August 24, 2009 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, the Parties have agreed to execute and deliver this Agreement on or before the Closing Date (as defined in the Acquisition Agreement).

NOW, THEREFORE, it is mutually agreed that:

ARTICLE I- DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Acquisition Agreement.

"Field" shall mean activities within the scope of the Business as conducted as of the date hereof.

ARTICLE II- PATENTS

Section 2.1 Patent License-Back to Seller. Subject to the terms and conditions of this Agreement, Purchaser grants to Seller and its Affiliates a non-exclusive, worldwide, irrevocable, perpetual, fully paid-up, sublicenseable, non-transferable (other than pursuant to Section 6.3), royalty-free license under the patents and patent applications included in the Transferred Assets or the ICX Intellectual Property (including any patent or patent applications that may issue therefrom or claim priority thereto) for all purposes outside the Field, including but not limited to the rights to make, have made, use, offer for sale, sell, export and import products and perform processes and services.

Section 2.2 Patent License to Purchaser. Subject to the terms and conditions of this Agreement, Seller grants to Purchaser a non-exclusive, worldwide, irrevocable, perpetual, fully paid-up, sublicenseable, non-transferable (other than pursuant to Section 6.3), royalty-free license under the patents and patent applications listed on Exhibit A (including any patent or patent applications that may issue therefrom or claim priority thereto) for all purposes within the Field and natural evolutions thereof, including but not limited to the rights to make, have made, use, offer for sale, sell, export and import products and perform processes and services.

ARTICLE III- SOFTWARE, COPYRIGHTS & TRADE SECRETS

Section 3.1 License to Purchaser. To the extent that Seller or its Affiliates own any copyrights, software, or any trade secrets, know-how or other proprietary data and information as of the Closing Date that are not included in the Transferred Assets or the ICX Intellectual Property but that are used in the Business as currently conducted as of the Closing Date, excluding (i) the software known as VeriSign's Atlas software and (ii) any intellectual property licensed pursuant to any other Ancillary Agreement (but only during the term of such Ancillary Agreement), Seller grants Purchaser a non-exclusive, worldwide, irrevocable, perpetual, fully paid-up, non-transferable (except pursuant to Section 6.3), sublicenseable, royalty-free license to use, reproduce, distribute, publish, prepare derivative works of, display and perform any such copyrights, software, trade secrets, know-how and other proprietary data and information necessary to conduct the Business in the Field and the natural evolutions thereof (collectively, the "Seller Materials"), provided, that (a) Purchaser shall use reasonable efforts to maintain any trade secrets or other confidential information as confidential, including, without limitation, refraining from disclosing such trade secrets or confidential information to any third party other than pursuant to confidentiality terms (and binding its employees and consultants to do the same) and (b) for the avoidance of doubt, this Section 3.1 shall not apply to anything owned by a third party. To the extent either party identifies any Seller Materials within 1 year after the Closing Date, Seller agrees to use reasonable efforts to transfer copies of documents and information requested by Purchaser reasonably necessary to give effect to the licenses granted hereunder, including one physical copy of all relevant source code and machine-readable object code and relevant documentation, in each case to the extent in Seller's possession at the time such identification is made.

ARTICLE IV- RESERVATION OF RIGHTS; DISCLAIMERS

Section 4.1 Reservation of Rights. Except as expressly provided hereunder, each Party reserves all rights to its Intellectual Property Rights. No assignment or transfer of any right, title or interest to any Party's Intellectual Property Rights is conveyed pursuant to this Agreement except as expressly provided herein.

Section 4.2 WARRANTY DISCLAIMER. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY PURCHASER OF THE VALIDITY OF ANY OF THE PATENTS LICENSED BACK TO SELLER UNDER SECTION 2.1. PURCHASER SHALL HAVE NO LIABILITY WHATSOEVER TO SELLER OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED UPON SELLER OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PRACTICE OF THE PATENTS LICENSED BACK TO SELLER UNDER SECTION 2.1. ALL OF THE RIGHTS PROVIDED HEREUNDER ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS, WITHOUT ANY REPRESENTATION OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED.

Section 4.3 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL ANY PARTY HEREUNDER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR THE RIGHTS GRANTED HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 4.4 Acquisition Agreement. Sections 4.2 and 4.3 are not intended to supercede or nullify any representations, warranties, rights or remedies provided under the Acquisition Agreement, which shall be solely governed by the terms thereof.

ARTICLE V- TERM AND TERMINATION

Section 5.1 Term & Termination. The rights set forth herein shall be perpetual and irrevocable.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not fundamentally changed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Persons at the addresses set forth in Section 11.03 of the Acquisition Agreement (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.2).

Section 6.3 Assignment. Except as expressly permitted herein, no Party may assign this agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld. Either Party may also assign this Agreement in whole or in part without the prior written consent of the other to any Affiliate or in connection with any merger, public offering, consolidation, reorganization, or sale of substantially all of its assets, any operating units or portion thereof, provided that such assignee is bound by the terms and conditions herein (including as relates to the rights granted to the other Parties).

Section 6.4 Entire Agreement. This Agreement, together with the Acquisition Agreement and the other Ancillary Agreements, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

Section 6.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Purchaser.

Section 6.6 Governing Law; Jurisdiction; Waiver of Jury.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any parties hereunder, shall be governed exclusively by the laws of the State of New York without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

(b) To the fullest extent permitted by applicable Law, each party hereto (i) agrees that any claim, action or proceeding by such party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court for the Southern District of New York or any court of the State of New York sitting in the Borough of Manhattan, and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of such courts located in New York, New York for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.2 or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) Each party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby or thereby. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section.

Section 6.7 Availability of Equitable Relief. In the event of any breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall be entitled to equitable relief (including specific performance) without prejudice to any other rights or remedies that may otherwise be available to such other Party.

Section 6.8 No Presumption. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provisions.

Section 6.9 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SYNIVERSE HOLDINGS, INC.

By: ______________________________

Name:

Title:

VERISIGN, INC.

By: ______________________________

Name:

Title:

EXHIBIT D

TRANSITION SERVICES AGREEMENT

BY AND AMONG

VERISIGN, INC.
a Delaware corporation,

AND

VERISIGN ICX CORPORATION,
a Delaware corporation,

AND

SYNIVERSE HOLDINGS, INC.,
a Delaware Corporation

DATED AS OF [—], 2009

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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT is dated as of [—], 2009, between VERISIGN, INC., a Delaware corporation ("**VeriSign**" or "**Seller**") on the one hand, and VERISIGN ICX CORPORATION, a Delaware corporation ("**ICX**") and Syniverse Holdings, Inc., a Delaware Corporation ("**Purchaser**") on the other hand.

W I T N E S S E T H:

WHEREAS, Purchaser and Seller have entered into an Acquisition Agreement dated as of [—], 2009 (the "**Acquisition Agreement**") pursuant to which Seller and Seller Subsidiaries have agreed to transfer, to Purchaser, and Purchaser has agreed to purchase and assume the Shares, the Transferred Assets and the Assumed Liabilities (each as defined in the Acquisition Agreement); and

WHEREAS, ICX and Purchaser desire to purchase from Seller, and Seller desires to provide to ICX and Purchaser, in accordance with and subject to the terms and conditions of this Agreement (as defined below), certain transition services for specified periods following the closing of the acquisition of the Shares and the Transferred Assets under the Acquisition Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement. As used in this Agreement, the following terms shall have the following meanings:

"**Agreement**" means this Transition Services Agreement, including the Transition Service Schedules attached hereto and all other Appendices and schedules hereto and thereto, and all amendments hereto and thereto made in accordance with Section 6.09.

"**Party**" means either of (i) Seller and (ii) collectively, ICX and Purchaser.

"**Transition Services**" means the transition services listed in Appendix A.

"**Transition Service Schedules**" means the transition service schedules attached hereto describing in detail each of the Transition Services to be provided by Seller or a VeriSign Party hereunder.

SECTION 1.02. Other Defined Terms. The following terms have the meanings defined for such terms in the Sections set forth below:

Term	Section
Acquisition Agreement	Recitals
Confidential Information	Section 6.16
Contract Manager	Section 2.12
Final Term	Section 5.01
ICX	Preamble
Purchaser	Preamble
Seller	Preamble
Term	Section 2.01(b)
Third-Party Charges	Section 3.02
Third-Party Provider	Section 2.03
VeriSign	Preamble
VeriSign Indemnitees	Section 4.03
VeriSign Party	Section 2.03

SECTION 1.03. Interpretation.

(a) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders, in each case, as the context requires.

(b) The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Appendix and Schedule references are to the Articles, Sections, paragraphs, Appendices and Schedules to this Agreement unless otherwise specified.

(c) The word "including" and words of similar import shall mean "including, without limitation," unless otherwise specified.

ARTICLE II

TRANSITION SERVICES

SECTION 2.01. Transition Services; Term.

(a) Upon the terms and subject to the conditions set forth herein and in consideration of the fees payable by ICX and/or Purchaser pursuant to Article III, VeriSign shall provide, cause its Subsidiaries to provide, or otherwise make available, to ICX and/or Purchaser, and ICX and/or Purchaser shall receive, the Transition Services for the term indicated in Section 2.01(b). A detailed description of each Transition Service to be provided by Seller to ICX and/or Purchaser hereunder is set forth in the relevant Transition Service Schedule contained in the Schedule identified opposite such Transition Service in the table of Transition Services set forth in Appendix A. For the avoidance of doubt, unless otherwise provided in the relevant Transition Service Schedule, Seller's provision of Transition Services to Purchaser shall include the

provision of such Transition Services to any of Purchaser's Affiliates (including Subsidiaries) that reasonably require such Transition Services for the operation of the Business.

(b) Subject to Section 2.06(c), Seller shall provide, and ICX and/or Purchaser shall receive, each Transition Service for a period of 90 days following the Closing Date or for such shorter or longer period as it is specified for each Transition Service in the relevant Transition Service Schedule (each such period, a "**Term**"). The Term for each Transition Service may be extended or shortened by mutual agreement of the Parties, without affecting the Term of any other Transition Service, such amended Term to be reflected in each applicable Transition Service Schedule.

SECTION 2.02. Additional Transition Services. Within 45 Business Days from the date hereof, Purchaser may identify and request Seller to provide additional transition services that relate to the Business and that Purchaser deems necessary to effectuate the orderly transition of the Business under the Acquisition Agreement. If Seller, in its sole discretion, agrees to provide any such additional service requested by Purchaser, each of Purchaser and ICX, on the one hand, and Seller, on the other hand, shall use its commercially reasonable efforts to negotiate and execute as soon as reasonably practicable a new transition service schedule in the form of Appendix B. Upon execution of such schedule, the additional service described in such schedule shall become a Transition Service under this Agreement and shall be included in the list of Transition Services set forth in Appendix A and the new schedule shall become a Transition Service Schedule for the purposes of this Agreement.

SECTION 2.03. Seller's Affiliates and Third-Party Providers. In providing, or otherwise making available, the Transition Services to ICX and/or Purchaser, VeriSign may (i) use its own personnel or the personnel of any of its Subsidiaries and/or (ii) employ the services of contractors, subcontractors, vendors or other third-party providers (each, a "**Third-Party Provider**"). Each of Seller, its Subsidiaries, any Third-Party Provider and any other Person used by Seller to provide Transition Services shall be referred to as a "**VeriSign Party**". Whenever Seller, as applicable, utilizes a VeriSign Party to perform the Transition Services pursuant to this Agreement, such VeriSign Parties shall at all times remain subject to the direction and control of Seller, and Purchaser shall have no liability to such VeriSign Parties for their salaries, fringe benefits, legally required employer contributions and or tax obligations by virtue of the provision of such Transition Services.

SECTION 2.04. Nature and Quality of Transition Services. ICX and Purchaser understand and agree that Seller is not in the business of providing Transition Services to third parties and that, in general, the standard of care to which Seller and any other VeriSign Party performing Transition Services hereunder shall be accountable for shall be the standard of care used by Seller in furnishing these Transition Services to its own internal organization, provided however, that, as applicable, the standard of care for the provision of Transition Services as otherwise indicated in the applicable Transition Service Schedules shall be as stated therein. Under no circumstances shall the relevant VeriSign Party or its employees or agents be held accountable for a greater standard of care with respect to the provision of a Transition Service other than as provided for pursuant to this Section 2.04; provided, however, that VeriSign shall not be liable under this Agreement (i) for any failure of a Third-Party Provider in the provision of a Transition Service so long as VeriSign shall have used commercially reasonable efforts to

cause such Third-Party Provider to perform the relevant Transition Service in a manner consistent with the Third-Party Provider's contract and the standards by which such service is or was provided prior to the Closing Date or (ii) for failing to provide or make available Transition Services as set forth herein if such failure was the result of personnel of the relevant VeriSign Party performing the services in accordance with instructions provided by ICX and/or Purchaser. Notwithstanding the foregoing, in the event of any VeriSign Party's repeated noncompliance with the applicable standard of care requirements as set forth herein or in a Transition Service Schedule, ICX and/or Purchaser, as applicable, shall provide notice to Seller of such repeated noncompliance, and Seller shall provide a plan for restoring compliance or modifying such standard of care as appropriate.

SECTION 2.05. Seller's Policies and Procedures. The Transition Services will be provided by a VeriSign Party in accordance with Seller's policies and procedures as provided pursuant to Schedule IV, and with those policies and procedures set by other Persons that are applicable to the VeriSign Party providing the Transition Services, if any, and as will provided to ICX and/or Purchaser, and/or the premises where the Transition Services are performed, as provided pursuant to Schedule V (collectively, the "**Seller Policies and Procedures**"). If ICX and/or Purchaser act in a manner that is inconsistent with Seller Policies and Procedures, Seller shall so inform ICX and Purchaser and simultaneously provide a copy of any relevant Seller Policies and Procedures to ICX and Purchaser, and ICX and Purchaser shall then conform to the requirements of such Seller Policies and Procedures. The Seller Policies and Procedures may be amended, modified or otherwise changed from time to time upon reasonable notice to ICX and Purchaser, and in the event of such amendment, modification or change, Seller reserves the right to make corresponding changes to the Transition Services provided hereunder. Any such amendment modification or change shall be further evidenced as soon as practicable by an amendment to the relevant Transition Service Schedule, to the extent an amendment is deemed necessary by Seller or ICX and Purchaser. When changes permitted under this Section 2.05 are made to any Transition Service, such Transition Service, as changed, shall immediately be subject to the provisions of this Agreement and deemed to be a "Transition Service" for all purposes hereunder.

SECTION 2.06. Limitations to Seller's Obligations. In addition to any other limitation or exclusion of Seller's obligations or liability hereunder, the Parties agree as follows:

(a) ICX and Purchaser as Sole Beneficiaries. ICX and Purchaser acknowledge and agree that access to and use of the Transition Services is provided solely for the use of ICX and/or Purchaser, and solely for the operation of the Business, during the Term. ICX and Purchaser shall not allow access to or use of Transition Services by any other Person or for any other purpose without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

(b) Other Limitations. Seller shall not be obligated to provide, or cause to be provided, any Transition Service (i) in a volume or quantity or at a level of service which exceeds (A) in the case of Transition Services set forth in Schedule II, the volumes, quantities or levels of service set forth in Schedule II and (B) in the case of any other Transition Service, the volumes, quantities or levels of service provided to the Business or ICX as of the Closing Date, (ii) if to do so would unreasonably interfere with the conduct of Seller's other businesses or

operations in a manner materially inconsistent with Seller's past practice (provided that VeriSign shall use its commercially reasonable efforts to provide, or procure the provision of, such Transition Service without causing any such interference), (iii) in a jurisdiction where, in the sole judgment of Seller, a license or permit from a Governmental Authority is required to perform the Transition Service in such jurisdiction and Seller does not hold such license or permit, or (iv) if to do so would oblige the relevant VeriSign Party to provide, or procure the provision of, office accommodation in a location not occupied by VeriSign or the relevant VeriSign Party at the time the Transition Service is required to be provided.

(c) Seller's Termination of Transition Services. If (i) Seller shall cease to provide for itself or its Affiliates a particular service analogous to a Transition Service or shall lower the service level of any such analogous service for itself or its Subsidiaries from the service level existing as of the date first above written, (ii) the applicable Transition Service is provided by a Third-Party Provider and Seller's contract with such Third Party Provider expires or terminates for a reason not attributable to Seller or (iii) the applicable Transition Service requires Seller to make available to ICX and/or Purchaser office space within premises leased by a VeriSign Party from a third-party lessor and the relevant lease agreement expires or terminates for a reason not attributable to Seller, Seller may, as applicable, cease to provide such analogous Transition Service to ICX and/or Purchaser or lower the service level of such Transition Service, effective as of (A) in the case of clauses (ii) and (iii) above, the date on which Seller's contract with such Third-Party Provider or lease agreement with the relevant third-party lessor expires or terminates, provided that Seller shall provide ICX and Purchaser with at least 30 days prior notice of such expiration or termination and (B) in the case of clause (i) above, the later of (x) the date on which Seller ceases to generally provide such Transition Service or generally lowers the service level of such Transition Service and (y) the earlier of (I) six (6) months from the date on which Seller gives written notice thereof to ICX and Purchaser and (II) a date proposed by Seller and consented to by Purchaser, such consent not to be unreasonably withheld or delayed; provided, however, that promptly following the date on which Seller ceases to generally provide such Transition Service or generally lowers the service level of such Transition Service, Purchaser and/or ICX, as the case may be, shall, and shall cause each of their respective Subsidiaries receiving such Transition Service to, use commercially reasonable efforts to take any requisite actions (including obtaining the equivalent service and/or level of service from a third party) in order to enable Purchaser to promptly give (and thereafter Purchaser shall promptly give) its consent pursuant to clause (II) above.

SECTION 2.07. Force Majeure. The obligations of Seller to provide Transition Services shall be suspended during the period and to the extent that Seller (or the other relevant VeriSign Party) is prevented or hindered from providing such Transition Services by any Law or other cause beyond the control of Seller (or the other relevant VeriSign Party), including acts of God, strikes, lock-outs, other labor and industrial disputes and disturbances, civil disturbances, accidents, acts of war or conditions arising out of or attributable to war (whether declared or undeclared), terrorism, rebellion, insurrection, riot, invasion, fire, storm, flood, earthquake, shortage of necessary equipment, materials or labor, or restrictions thereon or limitations upon the use thereof, and delays in transportation. In such event, Seller shall give notice of suspension to ICX and Purchaser, as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof. Upon notice to ICX and Purchaser, Seller (or the relevant VeriSign Party) shall resume the provision of such Transition Services as soon as reasonably

practicable after the removal of such cause if and to the extent that the applicable Term for the provision of such Transaction Services has not expired.

SECTION 2.08. Information. During the Term, ICX and Purchaser shall provide Seller or the other relevant VeriSign Party with all information available to ICX and Purchaser reasonably requested by Seller or the other relevant VeriSign Party as reasonably necessary or desirable for the performance of the Transition Services. Seller shall be under no obligation to provide or make available any Transition Service to the extent that ICX and/or Purchaser have not provided information that Seller or the other relevant VeriSign Party, in its reasonable judgment, determines is reasonably necessary for the performance of such Transition Service.

SECTION 2.09. Access. To the extent reasonably required for VeriSign or the other relevant VeriSign Party to perform, or otherwise make available, the Transition Services, ICX and Purchaser shall (a) provide VeriSign or the other relevant VeriSign Party with reasonable access, on an as needed basis, to ICX's and Purchaser's equipment and licensed software (subject to Section 2.10), office space, plants, telecommunications and computer equipment and systems (subject to Section 6.17) and any other areas, (b) perform any tasks and provide any materials specified to be provided by ICX and/or Purchaser in a Transition Service Schedule and (c) cooperate with VeriSign or the other relevant VeriSign Party in the provision of the Transition Services.

SECTION 2.10. Use of Equipment. Seller or the other relevant VeriSign Party shall at all times during the relevant Term have the right to use any equipment owned or leased by ICX and/or Purchaser and software licensed by ICX and/or Purchaser solely for the purposes of providing the Transition Services hereunder, provided that Seller shall use its commercially reasonable efforts to comply with all of Purchaser's applicable policies and procedures related to the use of such equipment and software.

SECTION 2.11. Intellectual Property; Software Licenses. Except as included in the assets (i) owned by ICX, (ii) transferred to Purchaser or its applicable Subsidiaries pursuant to the Acquisition Agreement, or (iii) otherwise licensed to Purchaser or its applicable Subsidiaries pursuant to the Intellectual Property License Agreement, as of the Closing, Seller shall retain all right, title and interest in and to all its intellectual property rights and nothing herein shall be deemed to grant to ICX and/or Purchaser any such rights; provided, however, that Seller hereby agrees to grant to ICX and/or Purchaser the nonexclusive right and license to use the software identified in the Transition Service Schedules for the Term set forth in each such Transition Service Schedule. ICX and Purchaser agree and acknowledge that certain services to be provided hereunder will require that Seller utilize software licensed to Seller. In the event ICX and Purchaser desire Seller to provide any Transition Service during the term of this Agreement that requires the use by Seller of software other than software used by Seller as of the Closing, where Seller does not then hold a license permitting Seller to use such software in order to provide such Transition Services, ICX and Purchaser further agree to secure from an appropriate software vendor such necessary software license. ICX and Purchaser acknowledge and agree that the foregoing requirement is an express condition to Seller's obligation to provide any Transition Service requiring the use of software other than the software used by Seller as of the Closing. Any determination by Seller to abide by the terms of any demand or other conditions received from a software vendor relating to the use of any vendor software to provide Transition Services shall not be considered a breach of this Agreement, provided that Seller notifies ICX and Purchaser of such demand or conditions.

SECTION 2.12. Contract Manager. Seller, on the one hand, and ICX and Purchaser, on the other hand, shall each appoint an individual to act as its primary point of operational contact for the administration and operation of this Agreement, as follows: each individual appointed by Seller or ICX and Purchaser, as applicable, as such Party's primary point of operational contact pursuant to this Section 2.12 (each, a "**Contract Manager**") shall have overall responsibility for coordinating for the Party he or she represents all activities undertaken by such Party hereunder, for the performance of such Party's obligations hereunder, for coordinating the performance of the Transition Services, for acting as a day-to-day contact with the other Party and for making available to the other Party the data, facilities, resources and other support services required for the performance of the Transition Services in accordance with the terms of this Agreement. Each Party may change its respective Contract Manager from time to time upon prompt written notice to the other Party.

SECTION 2.13. ICX Acknowledgment and Representation. ICX and/or Purchaser understand that the Transition Services provided hereunder are transitional in nature and are furnished by Seller solely for the purpose of accommodating the transfer of the Business from Seller to Purchaser's group. ICX and/or Purchaser understand that Seller is not in the business of providing Transition Services to third parties and that Seller has no interest in continuing this Agreement beyond the stated Final Term. As a result, the Parties have allocated responsibilities and risks of loss and limited liabilities of Seller as stated in this Agreement based on the recognition that Seller is not in the business of providing Services to third parties. Such provisions are fundamental elements of the basis of the bargain between ICX and/or Purchaser, on the one hand, and Seller, on the other hand, and Seller would not be able or willing to provide the Transition Services without the protections provided to Seller by ICX and/or Purchaser by such provisions. During the term of this Agreement, ICX and/or Purchaser agree to make a transition to their own internal organization or other third party suppliers for the Transition Services.

ARTICLE III

COMPENSATION FOR SERVICES

SECTION 3.01. Fees. As compensation for each Transition Service to be provided pursuant hereto, ICX and/or Purchaser shall pay VeriSign and/or the relevant Subsidiary of VeriSign actually providing the Transition Services (as identified in the relevant Transition Service Schedule) the fees specified in the Transition Service Schedule relating to such Transition Service.

SECTION 3.02. Third-Party Charges. ICX and/or Purchaser shall be responsible for and shall pay or reimburse VeriSign for any third-party costs, fees, expenses, levies or charges VeriSign or its Subsidiaries may incur in connection with the provision of the Transition Services, including, but not limited to, charges from vendors, suppliers, carriers and contractors (the "**Third-Party Charges**"), regardless of whether such Third-Party Charges are specified in a Transition Service Schedule.

SECTION 3.03. Payments of Fees and Charges. Payment of the amounts due by ICX and/or Purchaser hereunder shall be made monthly, based on invoices issued by VeriSign and/or its relevant Subsidiaries to ICX and/or Purchaser in the manner set forth in Section 3.04. Any payments pursuant to this Agreement shall be made within 30 calendar days of the date of receipt by ICX and/or Purchaser of the relevant invoice. Without limiting other available remedies, Seller reserves the right to suspend performance under this Agreement upon failure of ICX and/or Purchaser to make any payment due pursuant to this Agreement, unless ICX and/or Purchaser, in good faith, disputes such invoice.

SECTION 3.04. Invoices; Documentation. VeriSign shall, or shall cause its relevant Subsidiaries to, invoice ICX and/or Purchaser promptly after the end of each fiscal month for all charges for all Transition Services provided to ICX and/or Purchaser in the preceding fiscal month pursuant to this Agreement. From time to time on written request by ICX and/or Purchaser in respect of a Transition Service, VeriSign shall provide to ICX and/or Purchaser such information in VeriSign's possession with respect to such invoices as ICX and/or Purchaser may reasonably request for the purpose of supporting the fees represented by such invoices and VeriSign shall make its personnel available to answer such questions as ICX and/or Purchaser may reasonably ask for such purpose.

SECTION 3.05. Taxes. The amounts set forth herein with respect to fees, charges, expenses and other amounts due hereunder are exclusive of all Taxes (other than taxes based on net income). ICX and Purchaser shall be responsible for and pay any Tax imposed as a result of its receipt of the Transition Services or with respect to the payments due to VeriSign or any VeriSign Subsidiary hereunder (other than VeriSign's Taxes based on its net income). All payments due to VeriSign and any VeriSign Subsidiary shall be made without any deduction or withholding on account of any Tax except as required by Law in which case the sum payable by ICX and/or Purchaser in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, VeriSign or the relevant VeriSign Subsidiary receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. Any Taxes required to be paid by VeriSign and any VeriSign Subsidiary in connection with this Agreement or the performance hereof (other than VeriSign's Taxes based on its net income) will be promptly reimbursed to VeriSign and such VeriSign Subsidiary, as applicable, by ICX and/or Purchaser and such reimbursement shall be in addition to the amounts required to be paid by ICX and/or Purchaser as set forth in Section 3.01 and Section 3.02.

ARTICLE IV

LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; INDEMNIFICATION

SECTION 4.01. Limitation of Liability.

(a) Unless a breach with respect to the performance or non-performance by Seller pursuant to this Agreement arises out of fraud, gross negligence or willful misconduct, Seller's maximum, cumulative and sole liability (based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory) to ICX and/or

Purchaser for direct damages shall be an amount up to the total fees paid (as of the date of the performance or non-performance giving rise to the damage) by ICX and/or Purchaser to Seller pursuant to the Transition Services Schedule under which the performance or non-performance of any Transition Service resulted in direct damages to ICX and/or Purchaser. ICX and Purchaser acknowledge that such payment constitutes fair and reasonable compensation for any such damages. Notice of any claim for direct damages must be made within one month of the date of termination or expiration of the Transition Service which gave rise to the claim and such claim must specify the damage amount claimed and a description of the action and the service giving rise to the claim.

(b) Seller will in no event be liable to ICX and/or Purchaser, any of their Affiliates or any third party for any indirect, consequential, incidental, punitive, special or exemplary damages (even if it has been advised of the possibility of such damages) such as, but not limited to, loss of revenue or anticipated profits, loss of data or lost business, suffered by ICX and/or Purchaser arising out of this Agreement, regardless of whether the damages or other relief sought are based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory.

SECTION 4.02. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN ANY APPLICABLE TRANSITION SERVICES SCHEDULE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE NATURE OR QUALITY OF THE TRANSITION SERVICES OR THE RESULTS THAT WILL BE OBTAINED BY USING OR APPLYING THE TRANSITION SERVICES, INCLUDING ANY WARRANTY OR CONDITION OF NONINFRINGEMENT, MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY THAT ANY TRANSITION SERVICE COMPLIES WITH ANY LAW, REGULATION OR GOVERNMENT ORDER.

SECTION 4.03. Indemnification. Subject to Section 4.01 and 4.02, ICX and Purchaser agree to indemnify, defend and hold harmless on an after tax basis each VeriSign Party and its directors, officers, employees, agents and representatives (collectively, the “**VeriSign Indemnitees**”) from any and all claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including attorneys fees and other expenses of litigation) arising out of or connected with the Transition Services supplied under this Agreement or in any way related to this Agreement, regardless of the legal theory asserted, including any claims by third parties relating to the Transition Services or claims by third parties that the provision of Transition Services breaches the terms or conditions of any agreement or the rights of any third party. This indemnity applies to claims, actions and demands for which the VeriSign Indemnitees may be, or may be claimed to be, partially or solely liable; provided that this indemnity will not, as to any VeriSign Indemnitee, apply to losses, claims, damages, liabilities or related expenses to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from the fraud, gross negligence or willful misconduct of such VeriSign Indemnitee.

ARTICLE V

TERM AND TERMINATION

SECTION 5.01. Effective Date and Final Term. This Agreement shall become effective on the Closing Date and, unless terminated earlier pursuant to Section 5.02, shall remain in full force and effect until the date (the "**Final Term**") of expiration of the last Term to expire for any Transition Service hereunder.

SECTION 5.02. Termination. This Agreement may be terminated at any time prior to the Final Term:

(a) by the mutual written consent of Seller, on the one hand, and ICX and Purchaser, on the other hand; or

(b) by either Party for (i) a material breach (excluding any payment default) of this Agreement by the other Party that is not cured within 30 days after written notice by the terminating Party or (ii) a payment default under this Agreement that is not cured within five days after written notice by the terminating Party, unless ICX and/or Purchaser, as applicable, are in good faith, disputing such payment.

SECTION 5.03. Survival. The provisions of Article III, Article IV and Article VI shall survive the termination of this Agreement.

ARTICLE VI

GENERAL PROVISIONS

SECTION 6.01. Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party, or (b) waive compliance by the other Party with any of the agreements contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any failure to assert, or delay in the assertion of, rights under this Agreement shall not constitute a waiver of those rights.

SECTION 6.02. Expenses; Payments.

(a) Except as otherwise provided in this Agreement, the Parties shall bear their respective direct and indirect costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

(b) Unless otherwise indicated, all dollar amounts stated in this Agreement are stated in U.S. currency, and all payments required under this Agreement shall be paid in U.S. currency in immediately available funds.

SECTION 6.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier

service, by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Persons at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.03):

If to Seller:

VeriSign, Inc.
21355 Ridgetop Circle
Lakeside III
Dulles, VA 20166
Attention: General Counsel
Fax Number: (703) 450-7326

with copies (which shall not constitute notice) to:

VeriSign, Inc.
487 East Middlefield Road, Building 2
Mountain View, CA 94043
Attention: Kevin Werner
Fax Number: (650) 426-5113

and

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 20006
Attention: Christopher E. Austin
Fax Number: (212) 225-3999

If to ICX and/or Purchaser:

Syniverse Holdings, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647
Attention: General Counsel
Fax Number: (813) 637-5882

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

Alston & Bird LLP
950 F Street, N.W.
Washington, DC 20004
Attention: David E. Brown, Jr.
Fax Number: (202) 756-3333

SECTION 6.04. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any applicable Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not fundamentally changed. Upon any determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 6.06. Entire Agreement. This Agreement (including the Transition Service Schedules and any other Appendices hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Seller, on the one hand, and ICX and Purchaser, on the other hand, with respect to the subject matter hereof.

SECTION 6.07. Assignment. ICX and Purchaser may not directly or indirectly transfer any of its rights or delegate any of their obligations hereunder without the prior written consent of VeriSign. Any purported transfer or delegation in violation of this Section 6.07 shall be null and void.

SECTION 6.08. No Third-Party Beneficiaries. Except for the rights of the VeriSign Indemnitees under Section 4.03, this Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 6.09. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.

SECTION 6.10. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any questions, claims, disputes, remedies, or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the laws of the State of New York.

(b) To the fullest extent permitted by applicable Law, each Party (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court for the Southern District of New York or any court of the State of New York sitting in the Borough of Manhattan, and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of such courts located in New York, New York for purposes of all legal

proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.03 or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) Each Party waives to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each Party (i) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.10.

SECTION 6.11. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6.12. No Presumption. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provisions.

SECTION 6.13. Construction of Agreement. The Transition Service Schedules shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Transition Service Schedules or any other Appendix or attachment to this Agreement. Notwithstanding any other provisions in this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of the body of this Agreement and any Transition Service Schedule, the provisions of the body of this Agreement shall control (unless the Transition Service Schedule explicitly provides otherwise).

SECTION 6.14. Further Assurances. The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Transition Services. Such cooperation shall include exchanging information, performing true-ups and

adjustments and seeking all third party consents, licenses, sublicenses or approvals necessary to permit each party to perform its obligations hereunder.

SECTION 6.15. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other Party. No Party will have the power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors with respect to each other. No Party will have any power or authority to bind or commit the other Party. No Party will hold itself out as having any authority or relationship in contravention of this Section 6.15.

SECTION 6.16. Confidentiality. The parties acknowledge that in connection with the provision and receipt of Transition Services, each Party may obtain access to Confidential Information of the other Party. For the purposes of this Section 6.16 and Section 6.17, "**Confidential Information**" refers to: (a) intellectual property of any Party; (b) the business or technical information of either Party, including any information relating to such Party's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (c) any information designated by a Party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. "Confidential Information" will not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving Party; (ii) is known to the receiving Party at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving Party's further use or disclosure; or (iii) is independently developed by the receiving Party. Each Party will, during the term of this Agreement and perpetually after termination or expiration of this Agreement, (A) refrain from using Confidential Information of the other Party except as contemplated herein, and (B) refrain from disclosing Confidential Information of the other Party to any third party except to employees and independent contractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and independent contractors). Each Party may disclose Confidential Information of the other Party pursuant to any order or requirement of a court, administrative agency or other governmental body, provided that such disclosing Party give reasonable and, if practicable, advance notice to the other Party of such order or requirement.

SECTION 6.17. Access to Computer Systems. If either Party to this Agreement (or, with respect to Seller, any other VeriSign Party) has access (either on-site or remotely) to the other Party's computer systems and/or information stores in relation to the Transition Services, such Party shall limit such access solely to the use of such systems for purposes of the Transition Services and shall not access or attempt to access the other Party's computer systems, files, software or services other than those required for the Transition Services. Such Party shall limit such access to those of its employees, agents or contractors with a bona fide need to have such access in connection with the Transition Services, and shall follow all of the other Party's security rules and procedures for restricting access to its computer systems. All user identification numbers and passwords disclosed to such Party and any information obtained by

such Party as a result of such Party's access to and use of the other Party's computer systems shall be deemed to be, and treated as, Confidential Information hereunder. Each Party shall cooperate with the other Party in the investigation of any apparent unauthorized access to any Party's computer system and/or information stores.

SECTION 6.18. Purchaser's Guarantee. Purchaser hereby irrevocably guarantees performance and payment by ICX of all its obligations and undertakings to Seller and the VeriSign Indemnitees hereunder.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties as of the date first written above.

VERISIGN, INC.

By: ______________________________
Name: [—]
Title: [—]

VERISIGN ICX CORPORATION

By: ______________________________
Name: [—]
Title: [—]

SYNIVERSE HOLDINGS, INC.

By: ______________________________
Name: [—]
Title: [—]

Exhibit E

Asset and Liability Accounts Included in the Working Capital;

Calculation Principles; Estimated and Final Working Capital (Adjustment)

Capitalized terms not otherwise defined herein shall have the same meaning as in the Acquisition Agreement dated August 24, 2009, to which this Exhibit is attached (the "**Agreement**").

This Exhibit sets forth:

1) a list of certain asset and liability accounts of the Business that will be taken into account in determining the Working Capital for the purposes of the Agreement; and

2) the accounting principles, methodologies and policies used in the determination of such accounts (the "**Calculation Principles**"); and

3) a form to be used for calculating the Estimated and Final Working Capital and the Estimated and Final Working Capital Adjustment.

1. Working Capital

For purposes of determining the Estimated and Final Working Capital, the Working Capital of the Business shall be calculated as of the Closing Date, prior to the application of purchase accounting and without giving effect to the impact of the Transactions, as an amount equal to (i) the sum of the balance of each asset account included in Transferred Assets or the assets of ICX identified in Paragraph 1.A below minus (ii) the sum of the balance of each liability account included in Assumed Liabilities or the Liabilities of ICX identified in Paragraph 1.B below. The Working Capital may be a negative number. The asset and liability accounts listed below shall be determined in accordance with US GAAP with the exception of specific policies as detailed in the Calculation Principles set forth in Paragraph 2 below.

A. List of Asset Accounts

- Ø Trade accounts receivable, net
- Ø Prepaid expenses
- Ø For avoidance of doubt, the following accounts shall not be included in the list of asset accounts: (i) cash, cash equivalents and marketable securities including outstanding checks, (ii) non-trade accounts receivable, (iii) customer advances, (iv) prepayments for self-insurance (v) other current assets including deposits on capital expenditures (vi) current and deferred income Taxes or any other Tax receivable, (viii) amounts owed to Seller, and (viii) any current assets not included in the Transferred Assets or assets of ICX.

B. List of Liability Accounts (current and long-term portions)

- Ø Trade and other accounts payable
- Ø Accrued expenses

- Ø Accrued compensation and benefits
- Ø Deferred revenues
- Ø Other Liabilities
- Ø For avoidance of doubt, the following accounts shall not be included in the list of Liability accounts: (i) current and deferred income Taxes or any other Taxes payable, (ii) any transaction related expense to the extent paid by Seller, (iii) accruals related to bonus plans and other Seller Benefit Plans, (iv) legal accrual related to conduct of the Business prior to the Closing, (v) accrued restructuring costs (vi) amounts owed under Seller insurance programs, (vii) deferred rent, (viii) amounts owed by Seller, and (ix) any liabilities not included in the Assumed Liabilities or the Liabilities of ICX.

2. Calculation Principles

- Ø Trade Accounts Receivable and Receivable Reserves

  Trade accounts receivable are equal to a gross amount of receivables, which is based on the total recorded amounts invoiced to customers. Trade receivables may also include estimated unbilled receivable. Unbilled receivables will be determined and valued consistent with past practices of the Business.

  Receivable reserves include (i) a reserve for doubtful accounts which will be applied to trade accounts receivable and is based upon both specific and general reserves (specific reserves are for specific doubtful accounts greater than $5,000 and over 61 days past due; general reserves are applied at 10 percent for accounts that are 91-270 days past due and at 40% for accounts that are over 270 days past due), and (ii) a reserve against revenue consisting of (a) an amount related to specific customer issues consistent with past practice and (b) a [***] of [***] representing the maximum obligation under the [***] contract with [***].

- Ø Prepaid Expenses

  Prepaid expenses are the costs of assets acquired by and paid for by the Business in one period and expensed in a future period over future periods according to US GAAP.

- Ø Trade and Other Accounts Payable

  Trade accounts payable ledger represents balances owed by VeriSign or its Affiliates for goods and/or services purchased for the Business. The accounts payable ledger is supported by vendor invoices.

- Ø Accrued Expenses

  Accrued expenses, or goods received not vouchered, represent estimated balances owed by VeriSign or its Affiliates for goods and/or services purchased for the

*** Note: Confidential treatment has been requested with respect to the information contained within the [***] marking. Such portions have been omitted from this filing and have been filed separately with the Securities and Exchange Commission.

Business in which the vendor invoice has not been received but the goods and/or services have been rendered. Accrued expenses are estimates generally supported by vendor invoices once received.

Ø Deferred Revenues

Deferred revenues represent balances that have been invoiced to customers of the Business for contracted services in which VeriSign or its Affiliates has not fully recognized the revenue for GAAP accounting purposes and are primarily for setup fees, licensing fees, and PICS services. Revenues of the Business are recognized ratably over the period in which the services are provided.

For purposes of calculating the Working Capital, only 10% of the reported deferred revenue amount shall be included.

3. Format for Calculation of Estimated and Final Working Capital and Estimated and Final Working Capital Adjustment

Below is the form for the calculation of the Estimated and Final Working Capital and the Estimated and Final Working Capital Adjustment.

Account	Amount as of Closing (In $)
Trade Accounts Receivable, net of Receivable Reserves	
Prepaid Expenses	
Total Current Asset Accounts	
Trade accounts payable	
Accrued Expenses	
Deferred Revenues	
Total Liability Accounts (current and non-current portion)	
[Estimated][Final] Working Capital	
[Estimated][Final] Working Capital Adjustment:	

- **If [Estimated][Final] Working Capital is between $20,500,00 and $21,500,000, the [Estimated][Final] Working Capital Adjustment is equal to zero.**

- **If [Estimated][Final] Working Capital is greater than $21,500,000, the [Estimated][Final] Working Capital Adjustment is equal to [Estimated][Final] Working Capital *minus* $21,500,000.**
- **If [Estimated][Final] Working Capital is less than $20,500,000, the [Estimated][Final] Working Capital Adjustment is equal to [Estimated][Final] Working Capital *minus* $20,500,000.**

Exhibit F

Certain Purchaser's Individuals

Tony G. Holcombe
Chief Executive Officer
Fax number: 813 637 5880
Email: tony.holcombe@syniverse.com

Jeff Gordon
Chief Technology Officer
Fax number: 813 637 5858
Email: jeff.gordon@syniverse.com

David Hitchcock
Chief Financial Officer
Fax number: 813 637 5009
Email: david.hitchcock@syniverse.com

Bill McGee
Senior Vice President, Mergers & Acquisitions
Fax number: 813 637 5110
Email: bill.mcgee@syniverse.com

Michael O'Brien
Senior Vice President, Business Development
Fax number: 813 637 5110
Email: michael.obrien@syniverse.com

Laura Binion
General Counsel
Fax number: 813 637 5885
Email: laura.binion@syniverse.com

EXECUTION VERSION

October 2, 2009

Syniverse Holdings, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647
Attention: General Counsel

Ladies and Gentlemen:

Reference is made herein to the Acquisition Agreement by and among VERISIGN, INC., VERISIGN S.À.R.L., VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA, VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD., VERISIGN SERVICES INDIA PRIVATE LIMITED (each, a "Seller Party"), and SYNIVERSE HOLDINGS, INC. ("Purchaser"), dated as of August 24, 2009 (the "Acquisition Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Acquisition Agreement.

Each Seller Party and Purchaser hereby agree to amend Section 1.01(ii)(a) of the Seller Disclosure Schedule by adding the following additional patent applications thereto, effective as of August 24, 2009:

Family No	Application No.	Patent Title	Grant Date	Patent No.	Notes
7	EP 07839732.0	A Method and Apparatus For Response Enabled Messaging			Annuity due 10/22/2009. BSTZ Ref. 6783.P087EP.
7	CA Not yet assigned	A Method and Apparatus For Response Enabled Messaging			Maintenance fee due 10/22/2010. BSTZ Ref. 6783.P087CA.

Except as specifically stated above, the Acquisition Agreement remains in full force and effect.

[Signature Pages Follow]

Very truly yours,

VERISIGN, INC.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: SVP, Corp. & Strat. Development

VERISIGN S.À.R.L.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

VERISIGN SERVICES INDIA PRIVATE LIMITED

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

Accepted and Agreed:

SYNIVERSE HOLDINGS, INC.

By: /s/ Tony G. Holcombe

Name: Tony G. Holcombe

Title: Chief Executive Officer

SIGNATURE PAGE TO LETTER AMENDMENT NO. 1 TO THE ACQUISITION AGREEMENT

EXHIBIT 10.07

EXECUTION VERSION

October 23, 2009

Syniverse Holdings, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647
Attention: General Counsel

Syniverse Technologies Services (India) Private Limited
c/o Syniverse Technologies, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647
Attention: General Counsel

RE: Letter Amendment No. 2 to the Acquisition Agreement.

Ladies and Gentlemen:

Reference is made herein to the Acquisition Agreement by and among VERISIGN, INC., VERISIGN S.À.R.L., VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA, VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD., VERISIGN SERVICES INDIA PRIVATE LIMITED (each, a "Seller Party"), and SYNIVERSE HOLDINGS, INC. ("Purchaser"), dated as of August 24, 2009 (as amended, including by this letter amendment, the "Acquisition Agreement").

VeriSign Services India Private Limited (the "Indian Seller Subsidiary") and Syniverse Technologies Services (India) Private Limited (the "Indian Purchaser Subsidiary") have entered into an Asset Purchase Agreement dated as of the date hereof (the "Indian Foreign Acquisition Agreement") pursuant to Section 2.01(c) of the Acquisition Agreement.

As used herein, the term "Indian Transferred Assets" shall mean the "Transferred Assets", as defined in the Indian Foreign Acquisition Agreement, the term "Indian Closing" shall mean the completion on the Transfer Date (as defined in the Indian Foreign Acquisition Agreement) of the transactions contemplated by the Indian Foreign Acquisition Agreement and the term "Indian Employees" shall mean the employees of the Indian Seller Subsidiary listed in Annexure 4 of the Indian Foreign Acquisition Agreement. All other capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Acquisition Agreement.

Each Seller Party and Purchaser have determined that certain of the Indian Transferred Assets are Nonassignable Assets since the debonding process under Indian Law in respect of such Assets has not been completed. As a result, and for certain other purposes, each Seller Party and Purchaser are entering into this letter agreement, and the Indian Seller Subsidiary and

the Indian Purchaser Subsidiary are entering into the Indian Foreign Acquisition Agreement, pursuant to Section 2.09(b) of the Acquisition Agreement to implement certain provisions of Section 2.09(a) of the Acquisition Agreement.

Each Seller Party, Purchaser and Indian Purchaser Subsidiary hereby agree as follows:

1. Notwithstanding any provision of the Acquisition Agreement to the contrary, the Indian Transferred Assets shall not be sold, transferred, conveyed and assigned at the Closing pursuant to Section 2.01(a) of the Acquisition Agreement and instead shall be transferred at the Indian Closing in accordance with the Indian Foreign Acquisition Agreement. During the period between the Closing and the Indian Closing, the Indian Transferred Assets and the Indian Employees will continue to remain in the ownership of, and will be used by, the Indian Seller Subsidiary to provide certain Transition Services (as defined in the Transition Services Agreement) pursuant to the Transition Services Agreement.

2. Notwithstanding anything to the contrary contained in the Acquisition Agreement, each Seller Party and Purchaser agree as follows with respect to Liabilities related to the Indian Transferred Assets and the Indian Employees:

(a) all such Liabilities that would have been Retained Liabilities had the Indian Closing occurred at the Closing shall continue to be considered Retained Liabilities for all purposes of the Acquisition Agreement;

(b) all such Liabilities that constitute Assumed Liabilities for purposes of the Indian Foreign Acquisition Agreement shall, from and after the Indian Closing, be deemed to be Assumed Liabilities for purposes of the Acquisition Agreement; and

(c) all other such Liabilities shall be retained by the Indian Seller Subsidiary, but subject to the rights of the Indian Seller Subsidiary and the other VeriSign Parties (as defined in the Transition Services Agreement) under the Transition Services Agreement, including Section 4.03 thereof.

3. $1,042,677 of the Estimated Purchase Price (which is the equivalent of INR 48,474,066, based on an exchange rate of $1.00 to INR 46.49) that is payable by Purchaser to Seller at the Closing in accordance with Section 2.07(b) of the Acquisition Agreement shall be deemed to be a deposit made on behalf of the Indian Purchaser Subsidiary with the Seller on behalf of the Indian Seller Subsidiary in respect of the purchase price payable pursuant to Section 4 of the Indian Foreign Acquisition Agreement. At the Indian Closing, subject to the payment of INR 48,474,066 by the Indian Purchaser Subsidiary to the Indian Seller Subsidiary, Seller shall deliver the U.S. dollar equivalent (based on the exchange rate posted on Bloomberg.com at 4 p.m. (U.S. Eastern Time) on the Business Day immediately prior to the date of the Indian Closing) of INR 48,474,066 to such account as the Purchaser shall designate.

4. Except as otherwise expressly provided for herein, for all other purposes of the Acquisition Agreement, including for purposes of Section 2.03(b) and Section 2.04 and the calculation of the Estimated Working Capital and the Final Working Capital, the transfer of the Indian Transferred Assets shall be deemed to have occurred at the Closing.

5. For the avoidance of doubt, all terms and obligations included in Article VI of the Acquisition Agreement shall be honored by all parties hereto with respect to all Employees (as such term is defined in the Acquisition Agreement), including those Employees located in India.

6. Notwithstanding Section 5 hereof, with respect only to the Indian Employees, all references to the Closing Date in Article VI of the Acquisition Agreement shall be deemed to mean the Transfer Date.

7. The sections entitled “India” in A. and B. of Part II of Section 6.01(a) to the Disclosure Schedule to the Acquisition Agreement are hereby deleted in their entirety and replaced with the following:

Part II: Transfer Mechanism for Non-U.S. Transferred Employees under Foreign Law

A. Overview of Transfer Mechanisms for Non-U.S. Offerees under Foreign Law for Section 6.01(a) of the Agreement

India

- Prior to the Transfer Date (as defined in the Indian Foreign Acquisition Agreement), Purchaser to extend an offer of employment in such form as may be required to comply with the laws and regulations of India, to each Offeree (as used in this paragraph only, this term shall have the meaning ascribed to it in the Indian Foreign Acquisition Agreement). Effective on the Transfer Date, (1) Seller to terminate employment of, or accept resignation from, each Offeree, and (2) Purchaser to hire each Offeree who accepts Purchaser’s offer of employment pursuant to the terms of such employment offer. For the avoidance of doubt, (i) the termination or resignation of Offerees is intended to be a break in employment with Seller and (ii) Offerees hired by Purchaser are subject to new terms and conditions of employment consistent with the terms of the following paragraph, the last paragraph of this Schedule, and the applicable terms of Article VI of the Agreement.
- Except as (1) outlined in the following sentence or (2) would provide a duplication of benefits, Purchaser to recognize years of service with Seller for purposes of determining benefit eligibility. With regard to the India Gratuity Fund, Purchaser to recognize years of service with Seller only for those Transferred Employees in India who have accrued less than four (4) years and 240 days of service on the Transfer Date.

B. Liabilities Assumed by Purchaser under Section 6.02(b) of the Agreement.

India

- Purchaser will assume liability for years of service accrued with Seller under the India Gratuity Fund for those Transferred Employees in India who have accrued less than four (4) years and 240 days of service on the Transfer Date.

8. Section 10.01(a)(ii) of the Acquisition Agreement is hereby amended to add the following at the end thereof:

"or by the Indian Seller Subsidiary of its covenants contained in the Indian Foreign Acquisition Agreement;".

9. Section 10.01(b)(ii) of the Acquisition Agreement is hereby amended to add the following at the end thereof:

"or by the Indian Purchaser Subsidiary of its covenants contained in the Indian Foreign Acquisition Agreement;".

10. Exhibit D of the Acquisition Agreement is hereby amended by (i) adding to the Transition Services Agreement the additional Transition Services Schedules (as defined in the Transition Services Agreement) included as Annex I hereto and (ii) adding to Exhibit D the form Reverse Services Letter Agreement, together with the schedules thereto, included as Annex II hereto.

11. Purchaser hereby acknowledges that between the date of the Acquisition Agreement and the Closing Date, Seller has entered into or amended the Material Contracts as set forth on Annex III hereto. Such acknowledgement shall be deemed to be Purchaser's consent for the purposes of Section 5.01 of the Acquisition Agreement.

12. Each Seller Party, Purchaser and the Indian Purchaser Subsidiary hereby waive compliance by any party to the Acquisition Agreement with the time periods prescribed for action by such party prior to the Closing or the Closing Date set forth in the following Sections of the Acquisition Agreement:

(a) Section 2.01(a) (not less than five Business Days prior to the Closing Date to designate Purchaser Subsidiaries to purchase the Transferred Assets),

(b) Section 2.02(a) (not less than five Business Days prior to the Closing Date to designate Purchaser Subsidiaries to assume the Assumed Liabilities),

(c) Section 2.03(b) (not less than five Business Days prior to the Closing Date to deliver a good faith estimate of the Working Capital),

(d) Section 2.05 (at least two Business Days prior to the Closing to satisfy or waive all of the conditions to the obligations of the parties set forth in Article VIII),

(e) Section 2.07(b) (two Business Days prior to the Closing Date to designate the accounts for wiring funds),

(f) Section 2.09(a) (five Business Days prior to the Closing Date to advise Purchaser in writing of (i) any Material Contracts with a Material Customer with respect to which a Consent is required for assignment and (ii) if, to the Knowledge of Seller, Seller has received any written notice that such Material Customer will not agree to the assignment),

(g) Section 5.09(b) (five days prior to the Closing for TNS to deliver an executed ATLAS Sublicense to Purchaser in order to release Seller of its obligation to provide to TNS a written waiver of TNS's obligation to obtain an ATLAS Sublicense), and

(h) Section 6.01(a) (no later than two weeks prior to the Closing to update Part I of Section 6.01(a) of the Seller Disclosure Schedule and not later than three days prior to the Closing Date for Purchaser to offer employment to certain Employees).

13. Purchaser hereby waives fulfillment of the condition set forth in Section 8.03(d) of the Acquisition Agreement.

14. None of the Consents to assignment of any Assumed Contract or Shared Contract is intended to or shall amend, modify, limit, extend, or add to the Acquisition Agreement. In the event of any conflict or inconsistency between any such Consent and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall govern and remain in full force and effect as between the parties.

15. The Indian Foreign Acquisition Agreement is entered into pursuant to and in furtherance of the Acquisition Agreement. In the event of any conflict between the provisions of the Indian Foreign Acquisition Agreement and the Acquisition Agreement, the provisions of the Acquisition Agreement shall prevail.

Except as specifically stated above, the Acquisition Agreement remains in full force and effect.

[Signature Pages Follow]

Very truly yours,

VERISIGN, INC.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: SVP. Corp. Dev. & Strategy

VERISIGN S.À.R.L.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

VERISIGN DO BRASIL SERVIÇOS PARA INTERNET LTDA

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

VERISIGN DIGITAL SERVICES TECHNOLOGY (CHINA) CO., LTD.

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

VERISIGN SERVICES INDIA PRIVATE LIMITED

By: /s/ Kevin A. Werner
Name: Kevin A. Werner
Title: Authorized Signatory

SIGNATURE PAGE – LETTER AMENDMENT NO. 2 TO AA

Accepted and Agreed:

SYNIVERSE HOLDINGS, INC.

By: /s/ Tony G. Holcombe
Name: Tony G. Holcombe
Title: Chief Executive Officer

SYNIVERSE TECHNOLOGIES SERVICES (INDIA)
PRIVATE LIMITED

By: /s/ Tony G. Holcombe
Name: Tony G. Holcombe
Title: Chief Executive Officer

**SIGNATURE PAGE – LETTER
AMENDMENT NO. 2 TO AA**

Annex I to the Letter Amendment

Additional Transition Service Schedules

Schedule VI

Indian Transferred Assets and Employees - Transition Service Schedule

Service Provider: VeriSign, Inc. and its subsidiaries (collectively, "Service Provider")

Service Recipient: VERISIGN ICX CORPORATION, a Delaware corporation ("ICX") and Syniverse Holdings, Inc., a Delaware Corporation ("Syniverse") and their subsidiaries (collectively, "Service Recipient")

1. **Transition Services Agreement:**

   Terms capitalized, but not defined in this Transition Service Schedule shall have the meanings assigned to them in the Transition Services Agreement entered into between Syniverse Holdings, Inc., ICX and VeriSign, Inc., dated as of October 23, 2009 (the "Agreement"),

2. **Functional Area:**

   All VeriSign employees located in the Bangalore facility listed in Annexure 4 of the Asset Purchase Agreement (the "Indian Foreign Acquisition Agreement") dated as of October 23, 2009, between VeriSign Services India Private Limited and Syniverse Technologies Services (India) Private Limited (such employees, the "Indian Employees")

   All Transferred Assets, as such term is defined in the Indian Foreign Acquisition Agreement (the "Indian Transferred Assets").

3. **Start/End Date:** The Transition Services described in this Transition Services Schedule shall begin on the Closing Date and shall end on the Transfer Date (as such term is defined in the Indian Foreign Acquisition Agreement). The Service Recipient may not terminate the Transition Service until the Transfer Date.

4. **Summary of Transition Services**

Transition Service Name	Description
A. General Business Services	
General Business Services of Indian Employees and Indian Transferred Assets	The Service Provider will provide Transition Services for the benefit of the Service Recipient. The Transition Services provided by the Service Provider will be performed by the Indian Employees and will be substantially similar to the services provided by the Indian Employees to the Business during the six (6) month period prior to the Closing Date. The Service Provider shall strive to achieve Service Recipient's objectives, requirements and instructions as to the Transition Services to be performed by Service Provider, including as to priorities, timing, quality, and scope. Service Provider shall not enter into any contracts or other commitments on Service Recipient's behalf or otherwise hold itself out as an agent of Service Recipient without prior written approval from Service Recipient. The Indian Employees will continue to be the employees of the Service Provider and shall be under the exclusive direction, supervision, and control of the Service Provider at all times until the Transfer Date. Any requests for additions or modifications to Transition Services by the

Service Recipient must be made by contacting the Coordinator for the Service Provider (not the Indian Employees). The Indian Employees' work shall be dedicated exclusively to the provision of Transition Services by the Service Provider to the Service Recipient.

During the term of this Transition Services Schedule, Service Provider shall provide Service Recipient representatives with visitor access to Service Provider's Bangalore facility as reasonably requested by Service Recipient from time to time.

5. Total Compensation:

During the term of this Transition Services Schedule, as set forth in Section 3, the Service Recipient shall pay Service Provider fees for the Transition Services described in this Schedule. Such fees shall include, but shall not be limited to, all reasonable out of pocket costs and expenses directly relating to Indian Employees performance of Transition Services. The fees shall be exclusive of facilities and hosting costs which are covered under separate TSA schedules.

6. Fees:

The fees for the Transition Services shall be passed through to Service Recipient at cost. Service Recipient shall withhold $100,000 from each monthly invoice for the Transition Services, which amounts shall be retained by Service Recipient until the Transfer Date and shall be paid by Service Recipient to Service Provider within two Business Days after the Transfer Date.

7. Coordinator for Service Provider:

Name: Shekhar Kirani
Address: No 6/B, 7th Main 80 Feet Road Koramangala Koramangala Industrial Layout, Office 1
Bangalore, Karnataka, CA
IN 560034
Telephone No.: +91-80-4256-5005
Email address: skirani@verisign.com

8. Coordinator for Service Recipient:

Name: Arvind Taranath
Telephone No.: (831) 431-3490
Email address arvind.taranath@syniverse.com

Schedule VII

Rafael Gaino CALA Project Management Support - Transition Service Schedule

Service Provider: VeriSign Inc. (collectively, "Service Provider")

Service Recipient: Syniverse Holdings, Inc. and its subsidiaries (collectively, "Service Recipient")

1. **Transition Services Agreement:**

   Terms capitalized, but not defined in this Transition Service Schedule shall have the meanings assigned to them in the Transition Services Agreement (the "Agreement") entered into between Syniverse Holdings, Inc., VeriSign ICX Corporation and VeriSign, Inc. as of October 23, 2009.

2. **Functional Area:** Project Management Support

3. **Start/End Date:** The Transition Services described in this Transition Services Schedule shall begin on the Closing Date and shall end upon the earlier of (i) Service Recipient's completion or receipt of Rafael Gaino's H-1 visa, or (ii) 60 days after the Closing Date. Upon meeting condition (i), the Service Provider shall terminate employment and the Service Recipient shall make an employment offer to Rafael Gaino consistent with the process defined for other US based employees in the Acquisition Agreement between the Service Provider and Service Recipient.

4. **Summary of Transition Services**

Transition Service Name	Description
B. CALA Project Management	
Project Management	Provide Project Management support for ICSMS and ICMMS for CALA customers.

5. **Total Compensation:**

   During the term of this Transition Services Schedule, as set forth in Section 3, the Service Recipient shall pay Service Provider fees for the Transition Services described in this Schedule in the estimated amount of $50/per hour. Such fees shall include, but shall not be limited to, all reasonable out of pocket costs and expenses directly relating to Gaino's performance of services on behalf of the Service Recipient.

6. **Fees:**

   Total estimated hours: 160 per month
   Fees per Month - $8,000

7. **Coordinator for Service Provider:**

   Name: Taifa Harris, Program Manager, Corporate Development, VeriSign
   Telephone No.: 650.793.4521.
   Email address: taharris@verisign.com

8. **Coordinator for Service Recipient:**

   Name: Lila Kanda
   Telephone No.: 650-426-3709
   Email address: lila.kanda@syniverse.com

Schedule VIII

Jim Tall Finance (Invoicing) Support - Transition Service Schedule

Service Provider: Verisign Inc and m-Qube Inc (collectively, "Service Provider")

Service Recipient: Syniverse Holdings, Inc. and its subsidiaries (collectively, "Service Recipient")

1. **Transition Services Agreement:**

   Terms capitalized, but not defined in this Transition Service Schedule shall have the meanings assigned to them in the Transition Services Agreement (the "Agreement") entered into between Syniverse Holdings, Inc., VeriSign ICX Corporation and VeriSign, Inc. as of October 23, 2009.

2. **Functional Area:** Finance Support

3. **Start/End Date:** The Transition Services described in this Transition Services Schedule shall begin on the Closing Date and shall end upon the earlier of (i) Service Recipient's termination of this Transition Services Schedule, or (ii) December 31, 2009 (the "Term") or (iii) the date that Jim Tall ceases to be an employee of the Service Provider or one of its Affiliates, any reason whatsoever.

4. **Summary of Transition Services**

Transition Service Name	Description
A. Finance Support	
OCSMS process	Work with product to ensure all detail is received for all customers in order to bill accurately. At this point, much of this process is manual because of limitations with the product group. Estimated at 20 hrs/month.
VMES process	Run a process in parallel to RMS to ensure correct rating. This is the 4th month of billing this product. Modifications are being made each month to improve the process. Manually produce invoice backup. Estimated at 20 hrs/month.
ICSMS process	Run program to identify customer and billable amount for upload to RMS. Estimated at 2 hrs/month.

5. **Total Compensation:**

   During the term of this Transition Services Schedule, as set forth in Section 3, the Service Recipient shall pay Service Provider fees for the Transition Services described in this Schedule in the estimated amount of $80/per hour. Such fees shall include, but shall not be limited to, all reasonable out of pocket costs and expenses directly relating to Tall's performance of services on behalf of the Service Recipient.

8. **Fees:**

   Total estimated hours: 42

   Monthly: $3,360

7. Coordinator for Service Provider:

Name: Jim Tall
Telephone No.: 617-673-2361
Fax No.: 617-673-2494
Email address: jtall@verisign.com

8. Coordinator for Service Recipient:

Name: Dave Conti
Address: Watertown, MA
Telephone No.: 617-673-2310
Email address: david.conti@syniverse.com

SCHEDULE IX

VERIZON WIRELESS CAMPAIGN ADMIN TOOL (CAT) TSA

Service Provider: VeriSign, Inc. and M-QUBE Inc. or its Subsidiaries (collectively, "M-QUBE")

Service Recipient: Syniverse Holdings, Inc. or its Subsidiaries (collectively, "Purchaser")

1. **Transition Services Agreement**

   Terms capitalized but not defined in this Transition Service Schedule shall have the meanings assigned to them in the Transition Services Agreement (the "Agreement") entered into between Syniverse Holdings, Inc., VeriSign ICX Corporation and VeriSign, Inc., dated as of October 23, 2009.

2. **Functional Area:** Production Operations

3. **Initial Term:** The Initial Term for the Services described in this Transition Service Schedule shall begin on the Closing Date and shall end six (6) months thereafter. Purchaser or its designated subsidiary can terminate the Transition Service at any time by giving M-QUBE Inc. 30 days prior written notice. At any time after six (6) months, M-QUBE may terminate this agreement for any reason with 120 days prior written notice.

   Service Provider will have the right to assign this Transition Services Agreement to any buyer of M-Qube, Inc. Should such buyer decline to assume the Transition Service Agreement, Service Provider shall have the right to terminate this agreement as it relates to facility, with 90 days prior notice to Service Recipient.

4. **Product Summary:**

Service Name	Description
Verizon Wireless (VzW) Campaign Admin Tool (CAT)	M-QUBE Inc. will maintain the VzW CAT tool in the manner indicated in Section (5) on behalf of the Purchaser in order to allow Purchaser sufficient time to relocate the service to the data center they specify.

5. **Description of VzW CAT Services:**

Country	Service(s)
US	M-QUBE currently supports a product called CAT. The CAT product is comprised of a GUI, load balanced Application Servers, ldap service and Oracle database. Vendors to VzW from around the country utilize this product over the web to configure mobile messaging campaigns with VzW. This configuration is part of the workflow that VzW uses for all off-deck campaigns. There is no transactional model in this product, and the carrier is billed a flat monthly fee for upkeep of the product.
US	(i) Platform Availability M-QUBE will continue to provide availability for shared infrastructure for the business products consistent with availability levels in place as of the Close Date.
US	(ii) Escalation Procedures M-QUBE will continue its normal escalation procedure during the Term and will notify Purchaser of escalations related to the business platforms.

Country	Service(s)
US	(iii) Incident Management M-Qube will perform incident management for the CAT product/application which shall consist of day-to-day 24x7x365 monitoring and support.
US	Product Upgrades Purchaser will be responsible for all software and/or Product upgrades to the CAT platform during the Term of this agreement. M-QUBE will facilitate remote access to the platform in the data center in order to complete such upgrades.

6. Support Levels:

M-QUBE Inc. will maintain existing support levels for the CAT tool in the M-QUBE Inc. environment equivalent to support levels as of the Closing Date

7. Method of Fees:

Total Monthly Fee

Total $0,000

8. Compensation Adjustments Process:

Any adjustments to the scope or timing of the Transition Services described in this Schedule shall be in accordance with the procedures contained in Article II of the Agreement.

9. Migration Support:

M-QUBE Inc. will assist in the migration efforts with knowledge and documentation related to the CAT platform, in addition to participating in coordinated activities to cutover services.

10. Transition Project Manager for M-QUBE Inc.:

Name: Taifa Harris
Address: Mountain View, CA
Telephone No.: 650 426 4521
Email address: tharris@verisign.com

11. Transition Project Manager for Purchaser or its designated subsidiary:

Name: Steve Phillips
Telephone No.: 831-869-9634
Email address: steven.philips@syniverse.com

Annex II to the Letter Amendment

Form Reverse Services Letter Agreement

Annex II to the Letter Amendment

Form Reverse Services Letter Agreement

October 23, 2009

Syniverse Holdings, Inc. and
VeriSign ICX Corporation
8125 Highwoods Palm Way
Tampa, FL 33647
Attention: General Counsel

Re: Transition Services Letter Agreement (the "Letter Agreement") regarding the provision of certain Transitional Services by VERISIGN ICX CORPORATION and/or SYNIVERSE HOLDINGS, INC. (collectively, "Service Provider") to VERISIGN, INC ("Service Recipient").

Ladies and Gentlemen:

Reference is made herein to that certain Transition Services Agreement dated as of October 23, 2009, between VERISIGN, INC., on the one hand, and VERISIGN ICX CORPORATION and SYNIVERSE HOLDINGS, INC., on the other hand (the "Transition Services Agreement").

Service Provider and Service Recipient hereby agrees as follows:

Upon the terms and subject to the conditions set forth herein, in the Transition Services Agreement and in the Transition Service Schedules attached hereto, Service Provider shall provide, cause its Subsidiaries to provide, or otherwise make available, to Service Recipient, and Service Recipient shall receive, the Transition Services described in the Transition Services Schedules attached hereto.

The parties may enter into one or more Transition Services Schedules pursuant to this Letter Agreement.

All the terms and conditions of the Transition Services Agreement are hereby incorporated by reference in their entirety to this Letter Agreement, and terms capitalized, but not defined in this Letter Agreement shall have the meanings assigned to them in, or incorporated by reference to, the Transition Services Agreement; provided that, in each case (except for the Recitals), for the purposes of this Letter Agreement, (i) each collective reference to "ICX" and/or "Purchaser" in the Transition Services Agreement shall be deemed to be a reference to "Service Recipient" (as defined herein) and (ii) each reference to "Seller" or "VeriSign" (including as part of another defined term such as "VeriSign Party" or "VeriSign Indemnitees") shall be deemed to be a reference to "Service Provider" (as defined herein); provided further, that for purposes of this Letter Agreement, the following Sections of the Transition Services Agreement shall be replaced entirely by the corresponding Sections contained on Schedule A attached hereto: Section 2.03, Section 2.06(a), Section 2.13 and Section 6.18

[signature page follows]

Very truly yours,

VERISIGN, INC.

By: ______________________________

Name:
Title:
Date:

Accepted and Agreed:

VERISIGN ICX CORPORATION

By: ______________________________

Name:
Title:
Date:

Accepted and Agreed:

SYNIVERSE HOLDINGS, INC.

By: ______________________________

Name:
Title:
Date:

Annex III

Certain Material Contracts

Amendment to the Inter-Carrier Multi-Media Messaging Service Agreement by and between VeriSign, Inc. and AT&T Mobility LLC dated as of 10/8/09.

Managed Services Exhibit A-1 to the Managed Services Agreement (AT&T Contract No. 20080320.078.C) for Consumer Tap Gateway Service, by and between VeriSign, Inc. and AT&T Mobility LLC dated as of 9/30/09.

EXHIBIT 31.01

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark D. McLaughlin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of VeriSign, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2009

By: /s/ MARK D. MCLAUGHLIN

Mark D. McLaughlin
Chief Executive Officer

EXHIBIT 31.02

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brian G. Robins, certify that:

1. I have reviewed this quarterly report on Form 10-Q of VeriSign, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2009

By: /s/ BRIAN G. ROBINS

Brian G. Robins
Chief Financial Officer

EXHIBIT 32.01

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, Mark D. McLaughlin, Chief Executive Officer of VeriSign, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended September 30, 2009, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2009

/s/ MARK D. MCLAUGHLIN

Mark D. McLaughlin
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.02

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian G. Robins, Chief Financial Officer of VeriSign, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended September 30, 2009, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2009

/s/ BRIAN G. ROBINS

Brian G. Robins
Chief Financial Officer
(Principal Accounting Officer)