

expire at various dates through February 2000. Total rent expense for the years ended [December 31, 1994](#) and [1995](#) and for the three months ended [March 31, 1996](#) was \$40,889, \$85,682 and \$50,165, respectively. There was no rent expense for the period from [August 30, 1993](#) (inception) through [December 31, 1993](#). Minimum future rental commitments under these leases as of [December 31, 1995](#) and [March 31, 1996](#) are as follows:

[\[Download Table\]](#)

	DECEMBER 31, 1995	MARCH 31, 1996
1996.....	\$165,158	\$ 147,867
1997.....	114,561	99,049
1998.....	37,156	34,205
1999.....	35,006	32,252
2000.....	5,864	--
	-----	-----
	\$357,745	\$ 313,373
	=====	=====

In addition, [the Company](#) has cancelable support fees and royalty payments due ACSIOM. Future minimum payments under this agreement are approximately \$10,000 per quarter and 4% of revenues for so long as [the Company](#) continues to utilize the subject technology.

During 1994, [the Company](#) licensed certain technology to be used in developing [the Company's](#) product. Subsequently, it was determined that this technology was not suited to [the Company's](#) product. Consequently, in 1994, the Company expensed \$280,000 due under the [contract](#) through 1999. Of this amount, \$195,000 was payable and included in liabilities in the accompanying financial statements at [December 31, 1995](#) and [March 31, 1996](#).

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## INFOSEEK CORPORATION

### NOTES TO FINANCIAL STATEMENTS -- (CONTINUED)

[The Company](#) has licensed certain software technologies from XEROX Corporation (XEROX). [The Company](#) pays a royalty to XEROX based on the usage of the technology, and such royalty is not to exceed \$200,000 per year in 1996 and 1997, and \$300,000 in 1998. After payment of such \$700,000 in royalties, the Company will have a perpetual license to the technology with no further payments.

Historically, a large portion of [the Company's](#) traffic was derived through the Web page of Netscape Communications Corporation ("[Netscape](#)"). During 1995, [the Company](#) paid no fees to appear on Netscape's Web page. [The Company](#) recorded \$200,000 to sales and marketing expense as the estimated fair value of the services received from Netscape during 1995. From [January 1, 1996](#) to [March 31, 1996](#), [the Company](#) was listed as the sole premier "[Net Search](#)" service on the Netscape Web page for which [the Company](#) paid Netscape 50% of the related net advertising revenue. In March 1996, Infoseek entered into an agreement with Netscape, which provides that Infoseek will be listed as a Premier Provider on Netscape's Web page for the period from [April 10, 1996](#) to [March 31, 1997](#). This agreement with Netscape provides for payments of up to an aggregate of \$5 million to Netscape over the course of the term of the agreement. [The Company](#) has the right to terminate the agreement at the end of six months, in which case payments to Netscape would be reduced by an aggregate of approximately \$2.5 million. Payments to Netscape will be recognized ratably over the term of the agreement.

## 5. SHAREHOLDERS' EQUITY

### Convertible Preferred Stock

The following is a summary of the authorized and issued shares of convertible preferred stock:

[\[Enlarge/Download Table\]](#)

<a href="#">DECEMBER 31, 1994</a>		<a href="#">DECEMBER 31, 1995</a>		<a href="#">MARCH 31, 1996</a>	
AUTHORIZED	ISSUED AND OUTSTANDING	AUTHORIZED	ISSUED AND OUTSTANDING	AUTHORIZED	ISSUED AND OUTSTANDING
-----	-----	-----	-----	-----	-----

Series A.....	9,847,816	6,826,125	9,847,816	7,385,864	9,847,816	7,105,995
Series B.....	4,060,000	2,594,416	3,459,220	2,594,416	3,459,220	2,594,416
Series C.....	--	--	7,600,009	5,600,014	7,600,009	5,600,014
Series D.....	--	--	3,650,000	--	3,650,000	--
Series E.....	--	--	--	--	3,333,333	93,750
Total....	13,907,816	9,420,541	24,557,045	15,580,294	27,890,378	15,394,175
	=====	=====	=====	=====	=====	=====

The holders of Series A, B, C and E convertible preferred stock are entitled to receive annual, noncumulative dividends, when and if declared by the Board of Directors, of \$0.007, \$0.227, \$0.04, and \$0.40 per share, respectively. Through [March 31, 1996](#), no dividends had been declared or paid by [the Company](#).

Each share of Series A, B, C and E stock is convertible, at the option of the shareholder, into common stock on a one-for-one basis, subject to adjustment in certain cases. The Series A, B, C, and E convertible preferred stock converts automatically upon the occurrence of certain events, including a sale of common stock in an initial public offering with gross proceeds of at least \$15,000,000 or the written consent of the holders of two-thirds of the outstanding shares of preferred stock voting as a single class.

The holders of preferred stock are entitled to one vote for each share of common stock into which the preferred stock is convertible.

In the event of a liquidation, the Series A, B, C and E shareholders are entitled to receive \$0.13, \$0.45, \$0.80 and \$8.00, respectively, per share, plus all declared but unpaid dividends. Thereafter, the remaining assets shall be distributed among the holders of common and preferred shares pro rata with the preferred shares being treated on an as-converted basis.

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#### INFOSEEK CORPORATION

#### NOTES TO FINANCIAL STATEMENTS -- (CONTINUED)

Through [March 31, 1996](#), no shares of Series D convertible preferred stock had been issued.

#### Founders' Common Stock

[The Company](#) has the right, at any time within sixty days after termination of a founder's employment or service, to repurchase certain common shares at the price per share paid by the founder. [The Company](#)'s right to repurchase lapses with respect to 25% of the total number of shares held by the founder, commencing twelve months after purchase, and in monthly increments of 2.08% of the total number of shares thereafter. There were 1,628,906, and 1,234,843 common shares subject to repurchase by [the Company](#) at [December 31, 1995](#) and [March 31, 1996](#), respectively.

#### Shareholders' Notes Receivable

In December 1995 and during the first quarter of 1996, [the Company](#) entered into agreements with certain officers and an employee to sell 371,887 and 337,500 shares, respectively, of [the Company](#)'s common stock in exchange for full recourse promissory notes. The shares are subject to repurchase by [the Company](#), and such repurchase options lapse in monthly increments of 2.08% of the total number of shares purchased. [The Company](#) also entered into an agreement with an officer during the first quarter of 1996 to sell 75,000 shares of [the Company](#)'s common stock in exchange for a full recourse promissory note. These shares were fully vested at the time of issuance. At [December 31, 1995](#) and [March 31, 1996](#), there were 371,887 and 337,500 common shares, respectively, subject to repurchase by [the Company](#).

#### Warrants

During 1995 in connection with an equipment financing transaction, the Company issued warrants to purchase 100,000 shares of Series C convertible preferred stock at an exercise price of \$0.80 per share. These warrants are exercisable at any time through October 2000. As of [December 31, 1995](#), no warrants had been exercised. [The Company](#) recorded additional interest expense of \$21,000 based on using the minimum value method to determine the value of the warrant.

#### Common Stock Reserved For Future Issuance



Shares of common stock reserved for future issuance are as follows:

[\[Download Table\]](#)

	DECEMBER 31, 1995	MARCH 31, 1996
	-----	-----
<a href="#">Convertible preferred stock</a> .....	24,557,045	27,890,378
<a href="#">Warrants</a> .....	100,000	100,000
Stock option plan.....	3,184,688	5,408,284
	-----	-----
	27,841,733	33,398,662
	=====	=====

#### 6. REDEEMABLE CONVERTIBLE PREFERRED STOCK

As part of the Series E convertible preferred stock offering 1,125,000 shares were issued to NYNEX Information Technologies Company ("NYNEX"). As part of this transaction [the Company](#) and NYNEX entered into an agreement which provides that [the Company](#) will prominently display the BigYellow logo, which represents NYNEX's interactive shopping directory, as the exclusive comprehensive shopping directory within Infoseek Guide, in exchange for a fee paid by NYNEX. In connection with this transaction, [the Company](#) has granted to NYNEX the right to redeem the Series E convertible preferred stock, if certain specified events occur, at the fair market value (not

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### INFOSEEK CORPORATION

#### NOTES TO FINANCIAL STATEMENTS -- (CONTINUED)

less than \$8.00 per share) at the time of redemption. These redemption rights terminate upon the conversion of the Series E convertible preferred stock pursuant to [the Company's](#) initial public offering with aggregate proceeds of at least \$15,000,000. The Series E redeemable convertible preferred stock have the same dividend, liquidation, voting and conversion rights and preferences as the Series E convertible preferred stock as described in Note 5.

#### 7. STOCK OPTION PLAN

[The Company's](#) Stock Option Plan (the "Plan") provides for the grant of incentive stock options and nonstatutory stock options to employees and consultants of [the Company](#) at prices ranging from 85% to 110% (depending on the type of grant) of the fair market value of the common stock on the date of grant as determined by the Board of Directors. [The Company](#) has reserved 5,437,500 shares of common stock for issuance under the Plan. The vesting and exercise provisions of the option grants are determined by the Board of Directors. Options generally vest and become exercisable as to 25% of the shares one year from the date of grant and the balance in monthly increments over the subsequent three years of service. Options expire no later than seven years from the date of grant. Options for the purchase of 155,138 and 211,537 shares were exercisable as of [December 31, 1995](#) and [March 31, 1996](#), respectively.

Information with respect to the Plan is summarized as follows:

[\[Enlarge/Download Table\]](#)

	OPTIONS OUTSTANDING			
	SHARES AVAILABLE FOR GRANT	NUMBER OF SHARES	PRICE PER SHARE	AGGREGATE EXERCISE PRICE
	-----	-----	-----	-----
Balance at <a href="#">January 1, 1994</a> .....	--	--	\$--	\$ --
Authorized.....	3,187,500	--	\$--	--
Granted.....	(187,500)	187,500	\$0.011 - \$0.067	11,660
Exercised.....	--	(2,812)	\$0.011	(188)
Canceled.....	19,688	(19,688)	\$0.011 - \$0.067	(637)
	-----	-----	-----	-----
Balance at <a href="#">December 31, 1994</a> .....	3,019,688	165,000	\$0.067 - \$0.067	10,835
Granted.....	(3,438,262)	3,438,262	\$0.067 - \$0.133	452,185
Canceled.....	529,387	(529,387)	\$0.067 - \$0.133	(60,508)
	-----	-----	-----	-----
Balance at <a href="#">December 31, 1995</a> .....	110,813	3,073,875	\$0.011 - \$0.133	402,512
Authorized.....	2,250,000	--	\$--	--
Granted.....	(1,968,249)	1,968,249	\$0.80 - \$4.00	3,815,834

Exercised.....	--	(26,404)	\$0.33 - \$1.33	(29,241)
Canceled.....	674,844	(674,844)	\$0.067 - \$4.00	(706,189)
Balance at <u>March 31, 1996</u> .....	1,067,408	4,340,876	\$0.011 - \$4.00	\$3,482,916
	=====	=====		=====

#### Deferred Compensation

The Company recorded aggregate compensation of \$5,226,400 during the fourth quarter of 1995 and the first quarter of 1996. The amount recorded represents the difference between the grant price and the deemed fair value of the Company's common stock for shares subject to options granted in 1995 and during the first quarter of 1996. The amortization of deferred compensation is being charged to operations and is being amortized over the vesting period of the options, which is typically four years. For 1995 and the first quarter of 1996, the amortized expenses were \$43,900 and \$386,650, respectively.

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#### INFOSEEK CORPORATION

#### NOTES TO FINANCIAL STATEMENTS -- (CONTINUED)

#### 8. INCOME TAXES

Due to the Company's loss position, there was no provision for income taxes for any period presented.

The difference between the provision for income taxes and the amount computed by applying the federal statutory tax rate (34%) to income (loss) before provision for income taxes is explained below:

[\[Enlarge/Download Table\]](#)

	PERIOD FROM <u>AUGUST 30, 1993</u> (INCEPTION) TO DECEMBER 31, 1993	YEARS ENDED DECEMBER 31, ----- 1994                      1995 -----	
Income tax (benefit) computed at the federal statutory rate.....	\$ (9,240)	\$(528,495)	\$(1,076,140)
Losses for which no tax benefit was recognized.....	9,240	528,495	1,076,140
	-----	-----	-----
Provision for income taxes.....	\$ --	\$ --	\$ --
	=====	=====	=====

As of December 31, 1995, the Company has federal and state net operating loss carryforwards of approximately \$4,000,000 and \$600,000, respectively. The federal net operating loss carryforwards will expire in the years 2008 through 2010, and the state net operating loss carryforwards will expire in the years 1998 through 2000. The Company has federal and state research and experimentation credits of approximately \$30,000 and \$18,000, respectively, that will expire in the years 2008 through 2010. Utilization of the net operating losses and credits may be subject to a substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986 and similar state provisions. The annual limitation may result in the expiration of net operating losses and credits before utilization.

Deferred taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred taxes consisted of the following at:

[\[Download Table\]](#)

	DECEMBER 31, ----- 1994                      1995 -----	
Deferred tax assets:		
Net operating losses.....	\$ 473,000	\$1,382,000
Research credit carryforwards.....	45,000	42,000
Accrued royalties.....	112,000	83,000
Other individually immaterial items.....	31,000	184,000
	-----	-----
Total deferred tax assets.....	661,000	1,691,000



Valuation allowance.....	(661,000)	(1,691,000)
	-----	-----
Total net deferred tax assets.....	\$ --	\$ --
	=====	=====

The change in the valuation allowance was a net increase of approximately \$661,000 and \$1,030,000 for the years ended [December 31, 1994](#) and [1995](#), respectively.

#### 9. EMPLOYEE BENEFIT PLAN

In January 1996, [the Company](#) adopted a plan to provide retirement and incidental benefits for its eligible employees, known as the Infoseek Corporation 401(k) Plan. As allowed under Section 401(k) of the Internal Revenue Code, the plan provides tax-deferred salary deductions for eligible employees. Participants in the Plan may make salary deferrals of up to 20% of their annual

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### INFOSEEK CORPORATION

#### NOTES TO FINANCIAL STATEMENTS -- (CONTINUED)

salary, limited by the maximum dollar amount allowed by the Internal Revenue Code. [The Company](#), at its discretion, may elect to make contributions to the Plan on behalf of its eligible participants. [The Company](#) has made no such contributions to date.

#### 10. SUBSEQUENT EVENTS

In April 1996, the Board of Directors approved the filing of a registration statement by [the Company](#) with the SEC covering the proposed sale of shares of its common stock to the public.

Effective April 1996, the Board of Directors, subject to shareholders' approval, adopted the 1996 Stock Option/Stock Issuance Plan (the "1996 Plan"). The 1996 Plan is intended to serve as the successor equity incentive stock issuance program to [the Company's](#) Stock Option Plan (the "Predecessor Plan"). Under the 1996 Plan 5,625,000 shares of common stock have been authorized for issuance. This share reserve consists of (1) the shares which remained available for issuance under the predecessor plan, including the shares subject to outstanding options thereunder and the shares otherwise available for future grant, plus (11) an additional increase. The 1996 Plan is divided into three separate components: the Discretionary Option Grant Program under which eligible individuals may be granted options to purchase shares of common stock at an exercise price of not less than 85% of their fair market value on the grant date, the Stock Issuance Program under which eligible individuals may be issued shares of common stock directly through the purchase of such shares at a price of not less than 85% of their fair market value at the time of issuance or as a bonus tied to the performance of services and the Automatic Option Grant Program under which option grants will automatically be made at periodic intervals to eligible nonemployee Board members to purchase shares of common stock at an exercise price equal to 100% of their fair market value on the grant date.

Effective April 1996, [the Company's](#) Board of Directors, subject to shareholders' approval, adopted the 1996 Employee Stock Purchase Plan (the "Purchase Plan"), which is designed to allow eligible employees of [the Company](#) to purchase shares of common stock at semiannual intervals through their periodic payroll deductions. A reserve of 187,500 shares of common stock has been established for the Purchase Plan. The Purchase Plan will be implemented in a series of successive offering periods, each with a maximum duration of 24 months. Eligible employees can have up to 10% of their base salary deducted to be used to purchase shares of the common stock on specific dates determined by the Board of Directors. The price of common stock purchased under the Purchase Plan will be equal to 85% of the lower of the fair market value of the common stock on the commencement date of each offering period or the specified purchase date.

In April 1996, [the Company](#) sold 1,048,501 shares of Series E convertible preferred stock for gross proceeds of \$8,388,000. Issuance costs were approximately \$300,000. As part of [the offering](#) 375,001 shares of Series E convertible preferred stock were issued to Kanematsu Corporation ("Kanematsu"). Also, as part of this transaction, [the Company](#) entered into a memorandum of understanding and a marketing alliance agreement with Kanematsu to create a strategic alliance. Under the terms of this alliance the parties will set up a Japanese Internet search and retrieval service containing listings of Japanese [Web sites](#) written in Japanese and a Japanese translation of the Infoseek Guide Directory. The 375,001 shares of Series E convertible preferred stock held by

Kanematsu are redeemable at the request of Kanematsu, upon the termination of the Marketing Alliance Agreement as a result of any breach of a material provision by [the Company](#). The Series E convertible preferred stock held by Kanematsu will be redeemed by [the Company](#) at the fair market value (but not less than \$8.00 per share) at the time of redemption. The redemption terminates upon the conversion of the Series E convertible preferred stock, if [the Company](#) has a initial public offering with gross proceeds of at least \$15,000,000.

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#### INFOSEEK CORPORATION

#### NOTES TO FINANCIAL STATEMENTS -- (CONTINUED)

In April 1996, [the Company](#) licensed certain software technology from HNC Software Inc. ("HNC"). [The Company](#) intends to utilize the software technology to develop an advertising and audience management system to track individual usage behavior in order to optimize the matching of advertisements with the appropriate audience. The software will be modified to [the Company's](#) specifications to integrate it into [the Company's](#) advertisement placement system. This technology will be licensed to [the Company](#) for an initial five year term beginning upon the initial acceptance of the software by [the Company](#). According to the terms of the agreement [the Company](#) will be required to pay HNC for customization and installation fees, sub-license start-up fees and monthly license fees. The monthly license fees consist of a fixed fee, which [the Company](#) expects will amount to approximately \$180,000 in the aggregate through 1997, and a royalty fee based on a percentage of certain future related revenues (in order to maintain the exclusivity of the arrangement, [the Company](#) is required to pay certain annual minimum royalties, which [the Company](#) expects will amount to approximately \$60,000 in the aggregate through 1997).

In May 1996, [the Company](#) licensed certain additional software technology from HNC that is intended to allow [the Company](#) to enhance [the Company's](#) Web Directory feature. [The Company](#) expects to use this technology to automate the construction of Directory categories, assignment of Web pages to each Directory category and the creation of abstracts for each Web page included in the Directory. This technology will be licensed to [the Company](#) for an initial five year term beginning upon the initial acceptance of the software by [the Company](#). According to the terms of the agreement, [the Company](#) will be required to pay HNC an installation fee, license fee and a maintenance fee. The installation fee of \$150,000 is due in 1996 and license and maintenance fees of approximately \$50,000 are due annually for the life of the [contract](#).

In [May 15, 1996](#), [the Company's](#) Shareholders approved a 3-for-4 reverse stock split of [the Company's](#) preferred and common stock. All outstanding preferred, common and common equivalent shares in the accompanying financial statements have been retroactively adjusted to give effect to this reverse stock split. At the same time, the Board of Directors approved the increase of authorized common stock to 60,000,000 shares and authorized 5,000,000 shares of undesignated preferred stock. The Board of Directors has the authority to issue the undesignated preferred stock in one or more series and to fix the rights, preferences, privileges, and restrictions thereof, including dividend rights, conversion, voting rights, terms of redemption, redemption prices, liquidation preferences, and the number of shares constituting any series or the designation of such series without further vote or action by the shareholders. No such shares have been issued to date.

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 NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH [THE OFFERING](#) MADE HEREBY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY [THE COMPANY](#) OR ANY UNDERWRITER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY TO ANY PERSON OR BY ANYONE IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF.

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[\[Download Table\]](#)

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**SEC Registration fee..... \$ 14,276**

NASD fee.....	4,640
Nasdaq National Market listing fee.....	50,000
Printing and engraving.....	150,000
Legal fees and expenses of <a href="#">the Company</a> .....	250,000
Accounting fees and expenses.....	150,000
Blue sky fees and expenses.....	10,000
Transfer agent fees.....	5,000
Directors and officers insurance.....	150,000
Miscellaneous.....	66,084
	-----
Total.....	\$850,000
	=====

#### ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

[The Company](#) has adopted provisions in its Amended and Restated Articles of Incorporation that limit the liability of directors in certain instances. As permitted by the California General Corporation Law, directors will not be liable to [the Company](#) for monetary damages arising from a breach of their fiduciary duty as directors in certain circumstances. See Item 17 of this Registration Statement regarding the opinion of the Securities and Exchange Commission as to indemnification for liabilities arising under the Securities Act of 1933, as amended ("[the Act](#)"). Such limitation does not affect liability for any breach of a director's duty to [the Company](#) or its shareholders (i) with respect to approval by the director of any transaction from which he derives an improper personal benefit, (ii) with respect to acts or omissions involving an absence of good faith, that he believes to be contrary to the best interests of [the Company](#) or its shareholders, that involve intentional misconduct or a knowing and culpable violation of law, that constitute an unexcused pattern of inattention that amounts to an abdication of his duty to [the Company](#) or its shareholders, or that show a reckless disregard for his duty to [the Company](#) or its shareholders in circumstances in which he was, or should have been, aware, in the ordinary course of performing his duties, of a risk of serious injury to [the Company](#) or its shareholders, or (iii) based on transactions between the Company and its directors or another corporation with interrelated directors or on improper distributions, loans or guarantees under applicable sections of the California General Corporation Law. Such limitation of liability also does not affect the availability of equitable remedies such as injunctive relief or rescission, although in certain circumstances equitable relief may not be available as a practical matter. The limitation may relieve the directors of monetary liability to [the Company](#) for grossly negligent conduct, including conduct in situations involving attempted takeovers of [the Company](#). No claim or litigation is currently pending against [the Company](#)'s directors that would be affected by the limitation of liability.

[The Company](#)'s Amended and Restated [Articles of Incorporation](#) and [Bylaws](#) provide that [the Company](#) shall indemnify its directors and may indemnify its officers to the full extent permitted by California law, including circumstances in which indemnification is otherwise discretionary under California law. The Company has entered into separate indemnification agreements with its directors and officers, which may require [the Company](#), among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers (other than

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liabilities arising from willful misconduct of a culpable nature), and to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified. To the extent [the Company](#) may be required to make substantial payments under the indemnification agreements that are not covered by insurance, [the Company](#)'s available cash and shareholder's equity would be adversely affected.

Reference is made to the form of the [Underwriting Agreement](#) filed as Exhibit 1.1 to this Registration Statement for certain provisions regarding the indemnification of officers and directors of [the Company](#) by the several Underwriters.

#### ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

(a) Since [August 30, 1993](#) (date of inception), [the Company](#) has issued and sold the following securities (as adjusted to reflect a 3-for-4 reverse stock split to be effected prior to the effectiveness of this Registration Statement):

1. [The Company](#) issued and sold 3,445,624 shares (net of repurchases) of its Common Stock to founders for an aggregate purchase price of \$35,206.25 pursuant to the Founders Agreement dated [February 1, 1994](#), as amended on [June 30, 1994](#) (Exhibit 10.13).



2. [The Company](#) issued and sold 498,714 shares (net of repurchases) of its Common Stock to employees for an aggregate purchase price of \$314,840.95 pursuant to direct issuances and the exercise of options under its Stock Option Plan (Exhibit 10.1).

3. On [February 25, 1994](#), [March 18, 1994](#), and [July 22, 1994](#), the Company issued and sold an aggregate of 7,385,864 shares of Series A Preferred Stock for an aggregate purchase price of \$984,781.60.

4. On [June 30, 1994](#) and [August 24, 1994](#), [the Company](#) issued and sold an aggregate of 2,594,416 shares of Series B Preferred Stock for an aggregate price of \$1,176,134.80.

5. On [May 4, 1995](#) and [June 30, 1995](#), [the Company](#) issued and sold 5,600,014 shares of Series C Preferred Stock for an aggregate price of \$4,480,005.60

6. [The Company](#) has not issued and sold any shares of Series D Preferred Stock.

7. On [March 29, 1996](#), [April 12, 1996](#) and [April 19, 1996](#), [the Company](#) issued and sold an aggregate of 2,267,251 shares of Series E Preferred Stock for an aggregate purchase price of \$18,137,964 to several investors.

The issuances described in Item 15(a)(1) were deemed exempt from registration under the Securities Act in reliance upon Rule 701 promulgated under the Securities Act. The issuances of the securities described in items 15(a)(2) through 15(a)(7) were deemed to be exempt from registration under the Act in reliance on Section 4(2) of the Act as transactions by an issuer not involving any public offering. In addition, the recipients of securities in each such transaction represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the share certificates issued in such transactions. All recipients had adequate access, through their relationships with [the Company](#), to information about [the Company](#).

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### ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

[\[Enlarge/Download Table\]](#)

EXHIBIT NO.	DESCRIPTION
1.1*	Form of <a href="#">Underwriting Agreement</a> (preliminary form).
3.1*	<a href="#">Articles of Incorporation</a> of <a href="#">the Registrant</a> , as amended to date.
3.2*	Form of Amended and Restated <a href="#">Articles of Incorporation</a> of <a href="#">the Registrant</a> to be filed prior to the closing of <a href="#">the Offering</a> made pursuant to this Registration Statement.
3.3*	Form of Amended and Restated <a href="#">Articles of Incorporation</a> of <a href="#">the Registrant</a> to be filed after the closing of <a href="#">the Offering</a> made pursuant to this Registration Statement.
3.4*	<a href="#">Bylaws</a> of <a href="#">the Registrant</a> , as amended.
3.5*	Form of <a href="#">Bylaws</a> of <a href="#">the Registrant</a> to be effective upon the effectiveness of this Registration Statement.
4.1*	Reference is made to Exhibits 3.1, 3.2, 3.3, 3.4 and 3.5.
4.2	Specimen Common Stock certificate.
4.3*	Third Amended and Restated Investors' <a href="#">Rights Agreement</a> dated <a href="#">April 19, 1996</a> among <a href="#">the Registrant</a> and the investors and founders named therein.
4.4*	Warrant Agreement between <a href="#">the Registrant</a> and Venture Lending and Leasing, Inc. dated as of <a href="#">October 7, 1995</a> .
5.1*	Opinion of Brobeck, Phleger & Harrison LLP.
10.1*	Infoseek Corporation Stock Option Plan, as amended on <a href="#">March 20, 1996</a> , subject to qualification by the State of California.
10.2*	Infoseek Corporation 1996 Stock Option/Stock Issuance Plan.
10.3*	Infoseek Corporation Employee Stock Purchase Plan.
10.4*	Form of Offer Letter among <a href="#">the Registrant</a> and its officers.
10.5*	Form of Indemnification Agreement entered into between <a href="#">the Registrant</a> and its directors and officers.
10.6*	Series A Preferred Stock Purchase Agreement dated <a href="#">February 25, 1994</a> among the Registrant and the investors named therein, as amended <a href="#">March 3, 1994</a> .
10.7*	Series A Preferred Stock Supplemental Purchase Agreement dated <a href="#">July 22, 1994</a> between <a href="#">the Registrant</a> and the Applied Computing Systems Institute of Massachusetts, Inc.
10.8*	Series B Preferred Stock Purchase Agreement dated <a href="#">June 30, 1994</a> among the Registrant and the investors named therein, as amended <a href="#">July 7, 1994</a> .
10.9*	Series C Preferred Stock Purchase Agreement dated <a href="#">May 4, 1995</a> among the Registrant and the investors named therein, as amended <a href="#">June 30, 1995</a> .

- 10.10\* Third Amended and Restated Agreement regarding co-sale dated [April 19, 1996](#) among [the Registrant](#) and the investors and founders named therein.
- 10.11\* Third Amended and Restated Co-Sale Agreement dated [April 19, 1996](#) among the founder and the investors named therein.
- 10.12\* Amended and Restated Put Option Agreement dated [May 4, 1995](#) among [the Registrant](#) and the investors named therein.
- 10.13\* Founders Agreement dated [February 1, 1994](#) among [the Registrant](#) and the founders named therein, as amended [June 30, 1994](#).
- [10.14+](#) Series E Preferred Stock Purchase Agreement dated [March 29, 1996](#) among the Registrant and the investors named therein.

[\[Enlarge/Download Table\]](#)

- 10.15\* Stock Purchase Agreements dated [January 24, 1996](#) between [the Registrant](#) and Robert E.L. Johnson III.
- 10.16\* Employee Stock Purchase Agreement dated [January 30, 1996](#) between [the Registrant](#) and Robert E.L. Johnson III.
- 10.17\* Employee Stock Purchase Agreement dated [March 28, 1996](#) between [the Registrant](#) and [Leonard J. LeBlanc](#).
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- 10.20\* Lease Agreements dated [December 13, 1993](#), [November 7, 1995](#), [January 8, 1996](#) and [January 10, 1996](#) between [the Registrant](#) and Spieker Properties, L.P.
- 10.21\* Standard Office Sublease dated [May 30, 1995](#) between [the Registrant](#) and Innovative Information Systems, Inc.

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[\[Enlarge/Download Table\]](#)

- 10.22\* Standard Form of Office Lease dated April 1996 [the Registrant](#) and Richfield Investment Company.
- 10.23\* Software Development and Licensing Master Agreement dated [July 8, 1994](#), as amended on [February 13, 1995](#) and [April 24, 1995](#) between [the Registrant](#) and Applied Computing Systems Institute of Massachusetts, Inc.
- 10.24\* Software License Agreement between [the Registrant](#) and ADB Inc. dated [December 22, 1995](#), as amended [April 19, 1996](#).
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- 10.29\*+ Agreement between [the Registrant](#) and NetManage, Inc. dated [November 29, 1995](#).
- 10.30\*+ Software License and Distribution Agreement between [the Registrant](#) and Personal Library Software, Inc. dated [June 17, 1994](#).
- [10.31+](#) XSoft/Infoseek Software Distribution and License Agreement -- Lexicons, dated [March 31, 1996](#) between [the Registrant](#) and XSoft, a division of XEROX Corporation.
- 10.32\* Customer Support Program Agreement for Infoseek among [the Registrant](#) and SunService Corporation dated [January 1, 1996](#).
- 10.33\* Purchase Orders dated [March 21, 1996](#), [February 1, 1996](#), [December 1, 1995](#), [October 25, 1995](#), [October 6, 1995](#) between [the Registrant](#) and Sun Microsystems, Inc.
- 10.34\* Form Consulting Services Agreement among [the Registrant](#) and its consultants.
- [10.35+](#) Letter of Agreement dated [April 2, 1996](#) between [the Registrant](#) and HNC Software Inc.
- [10.36+](#) Agreement in Principle dated [March 21, 1996](#) between [the Registrant](#) and HNC Software Inc.
- 10.37\* Joint Marketing Agreement dated effective [April 15, 1996](#) between [the Registrant](#) and Sun Microsystems Inc.
- 10.38\*+ Online Service Agreement dated [February 28, 1995](#) between [the Registrant](#) and Reuters NewMedia, Inc., as amended [January 4, 1996](#) and [April 19, 1996](#).
- 10.39\* Redemption Agreement dated [March 29, 1996](#) between [the Registrant](#) and NYNEX Information Technologies Company.
- 10.40\* Redemption Agreement dated [April 12, 1996](#) among [the Registrant](#) and Kanematsu Corporation, Kanematsu USA, Inc. and Kanematsu Computer Systems, Inc.
- 10.41\*+ Infoseek Corporation Advertising Agreement dated [May 7, 1996](#) to be effective as of [January 1, 1996](#) between [the Registrant](#) and Margeotes-Fertitta Partners, Inc.
- [10.42+](#) Infoseek/NYNEX Agreement dated [March 29, 1996](#) between [the Registrant](#) and NYNEX Information Technologies Company.
- [10.43+](#) Software License Agreement dated March 29, 1996 between [the Registrant](#) and NYNEX Information Technologies Company.
- 10.44\* Out-of-Area Plan Master Group Policy dated [January 1, 1996](#) between [the Registrant](#) and Lifeguard Life Insurance Company.
- 10.45\* Infoseek Impressions Agreement -- Ad Exchange between [the Registrant](#) and FreeLoader, Inc. dated [March 8, 1996](#).
- [10.46+](#) Agreement between [the Registrant](#) and Verity, Inc. dated [March 31, 1996](#).
- 10.47\* Cooperation Agreement between [the Registrant](#) and Quarterdeck Corporation dated



- [April 2, 1996.](#)
- [10.48+](#) Memorandum of Understanding between [the Registrant](#) and Kanematsu Corporation dated [March 30, 1996.](#)
- [10.49+](#) Marketing Alliance Agreement between [the Registrant](#) and Kanematsu Corporation dated [April 11, 1996.](#)
- [10.50+](#) Relationship Agreement between [the Registrant](#) and Reuters NewMedia Inc. dated [April 19, 1996.](#)
- [10.51+](#) Memorandum of Understanding between [the Registrant](#) and IDG Communications Inc. dated [April 22, 1996.](#)

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<a href="#">S-1/A</a>	<a href="#">84th Page of 91</a>	<a href="#">TOC</a>	<a href="#">1st</a>	<a href="#">Previous</a>	<a href="#">Next</a>	<a href="#">↓Bottom</a>	<a href="#">Just 84th</a>
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[\[Enlarge/Download Table\]](#)

- [10.52\\*](#) Loan Agreements between [the Registrant](#) and Venture Lending & Leasing, Inc. dated [October 5, 1995](#) and [February 9, 1996](#) and related Notes (Note No. 42-002 dated [March 28, 1996](#); Note No. 42-001 dated [February 29, 1996](#); Note No. 27-002 dated [November 30, 1995](#) and Note No. 27-001 dated [October 11, 1995](#)) between the Registrant and Venture Lending & Leasing, Inc.
- [10.53+](#) License and Software Distribution Agreement between [the Registrant](#) and HNC Software Inc. dated [April 25, 1996.](#)
- [10.54\\*+](#) Amendment No. 3 to Software Development and Licensing Master Agreement between [the Registrant](#) and Applied Computing Systems Institute of Massachusetts, Inc. dated [March 18, 1996.](#)
- [10.55\\*](#) First Amendment to Series A Preferred Stock Supplemental Purchase Agreement dated [March 18, 1996](#) between [the Registrant](#) and the Applied Computing Systems Institute of Massachusetts, Inc.
- [10.56+](#) Software License Agreement dated [May 8, 1996](#) between [the Registrant](#) and HNC Software Inc.
- [11.1 \\*](#) Computation of Earnings/(Loss) Per Share.
- [23.1 \\*](#) Consent of Ernst & Young LLP, Independent Auditors (see page II-8)
- [23.2 \\*](#) Consent of Counsel. Reference is made to Exhibit 5.1.
- [24.1 \\*](#) [Power of Attorney](#)
- [99.1](#) License Agreement A-0402 between the Registrar and Ziff-Davis Publishing Company dated [April 30, 1996.](#)
- [99.2](#) License Agreement A-0403 between [the Registrant](#) and Ziff-Davis Publishing Company dated [April 30, 1996.](#)
- [99.3](#) Permission Letter to [the Registrant](#) from FORTUNE(R) dated [April 19, 1996.](#)

-----  
\* [Previously filed.](#)

+ Confidential treatment requested as to certain portions of these exhibits.

**(B) FINANCIAL STATEMENT SCHEDULES**

**Schedule II Valuation and Qualifying Accounts**

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

**ITEM 17. UNDERTAKINGS**

[The Company](#) hereby undertakes to provide to the Underwriters at the closing specified in the [Underwriting Agreement](#), certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of [the Company](#) pursuant to the California Corporation Law, the [Articles of Incorporation](#) or the [Bylaws](#) of [the Company](#), Indemnification Agreements entered into between the Company and its officers and directors, the [Underwriting Agreement](#), or otherwise, [the Company](#) has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by [the Company](#) of expenses incurred or paid by a director, officer, or controlling person of [the Company](#) in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, [the Company](#) will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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The Company hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of Prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of Prospectus filed by the Company pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of Prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palo Alto, State of California, on this 10th day of June, 1996.

INFOSEEK CORPORATION

By: /s/ ROBERT E. L. JOHNSON, III

-----  
Robert E. L. Johnson, III  
President and Chief Executive  
Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

[\[Enlarge/Download Table\]](#)

<i>SIGNATURE</i>	<i>TITLE</i>	<i>DATE</i>
----- /s/ <u>ROBERT E. L. JOHNSON, III</u> ( <u>Robert E. L. Johnson, III</u> )	President, Chief Executive Officer, and Director (Principal Executive Officer)	<u>June 10, 1996</u>
----- /s/ <u>LEONARD J. LEBLANC</u> ( <u>Leonard J. LeBlanc</u> )	Executive Vice President, Finance, Chief Financial Officer and Assistant Secretary (Principal Financial and Accounting Officer)	<u>June 10, 1996</u>
----- STEVEN T. KIRSCH* (Steven T. Kirsch)	Director	<u>June 10, 1996</u>
----- H. DUBOSE MONTGOMERY* (H. DuBose Montgomery)	Director	<u>June 10, 1996</u>
----- OLIVER D. CURME* (Oliver D. Curme)	Director	<u>June 10, 1996</u>
----- JOHN E. ZEISLER* (John E. Zeisler)	Director	<u>June 10, 1996</u>
----- MATTHEW J. STOVER* (Matthew J. Stover)	Director	<u>June 10, 1996</u>
----- *By: /s/ <u>LEONARD J. LEBLANC</u> <u>Leonard J. LeBlanc</u> Attorney-in-fact		

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CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the captions "Selected



[Financial Data](#) and [Experts](#) and to the use of our report dated [February 27, 1996](#) (except as to Note 10, as to which the date is [May 15, 1996](#)) in Amendment No. 4 to the Registration Statement (Form S-1 No. [333-4142](#)) and related Prospectus of Infoseek Corporation for the registration of 3,450,000 shares of common stock.

Our audits also included the financial statement schedule of Infoseek Corporation listed on Item 16(b). This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

ERNST & YOUNG LLP

San Jose, California

[June 10, 1996](#)

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## SCHEDULE II

### INFOSEEK CORPORATION

#### VALUATION AND QUALIFYING ACCOUNTS

[\[Enlarge/Download Table\]](#)

#### ALLOWANCE FOR DOUBTFUL ACCOUNTS RECEIVABLE

	BALANCE AT BEGINNING OF PERIOD	ADDITIONS CHANGED TO COSTS AND EXPENSES	DEDUCTIONS- WRITE-OFFS	BALANCE AT END OF PERIOD
Period from <a href="#">August 30, 1993</a> through <a href="#">December 31, 1993</a> .....	\$ -----	\$ -----	\$ ---	\$ -----
Year ended <a href="#">December 31, 1994</a> .....	--	--	--	--
Year Ended <a href="#">December 31, 1995</a> .....	--	41,500	--	41,500
Three months ended <a href="#">March 31, 1996</a> (unaudited).....	41,500	7,887	--	49,387

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<a href="#">S-1/A</a>	<a href="#">89th Page of 91</a>	<a href="#">TOC</a>	<a href="#">1st</a>	<a href="#">Previous</a>	<a href="#">Next</a>	<a href="#">↓Bottom</a>	<a href="#">Just 89th</a>
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## INDEX TO EXHIBITS

[\[Enlarge/Download Table\]](#)

EXHIBIT NUMBER	EXHIBITS	SEQUENTIALLY NUMBERED PAGE
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[\[Download Table\]](#)

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<i>S-1/A</i>	<i>90th Page of <a href="#">91</a></i>	<a href="#">TOC</a>	<a href="#">1st</a>	<a href="#">Previous</a>	<a href="#">Next</a>	<a href="#">↓Bottom</a>	<a href="#">Just 90th</a>
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**EXHIBIT  
NUMBER**

**EXHIBITS**

**SEQUENTIALLY  
NUMBERED  
PAGE**

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<a href="#">S-1/A</a>	<a href="#">Last Page of 91</a>	<a href="#">TOC</a>	<a href="#">1st</a>	<a href="#">Previous</a>	<a href="#">Next</a>	<a href="#">↓Bottom</a>	<a href="#">Just 91st</a>
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[\[Enlarge/Download Table\]](#)

10.40*	Redemption Agreement dated <a href="#">April 12, 1996</a> among <a href="#">the Registrant</a> and Kanematsu Corporation, Kanematsu USA, Inc. and Kanematsu Computer Systems, Inc. ....
10.41*+	Infoseek Corporation Advertising Agreement dated <a href="#">May 7, 1996</a> to be effective as of <a href="#">January 1, 1996</a> between <a href="#">the Registrant</a> and Margeotes-Fertitta Partners, Inc. ....
<a href="#">10.42+</a>	Infoseek/NYNEX Agreement dated <a href="#">March 29, 1996</a> between <a href="#">the Registrant</a> and NYNEX Information Technologies Company.....
<a href="#">10.43+</a>	Software License Agreement dated March 29, 1996 between <a href="#">the Registrant</a> and NYNEX Information Technologies Company.....
10.44*	Out-of-Area Plan Master Group Policy dated <a href="#">January 1, 1996</a> between the Registrant and Lifeguard Life Insurance Company.....
10.45*	Infoseek Impressions Agreement -- Ad Exchange between <a href="#">the Registrant</a> and FreeLoader, Inc. dated <a href="#">March 8, 1996</a> .....
<a href="#">10.46+</a>	Agreement between <a href="#">the Registrant</a> and Verity, Inc. dated <a href="#">March 31, 1996</a> ....
10.47*	Cooperation Agreement between <a href="#">the Registrant</a> and Quarterdeck Corporation dated <a href="#">April 2, 1996</a> .....
<a href="#">10.48+</a>	Memorandum of Understanding between <a href="#">the Registrant</a> and Kanematsu Corporation dated <a href="#">March 30, 1996</a> .....
<a href="#">10.49+</a>	Marketing Alliance Agreement between <a href="#">the Registrant</a> and Kanematsu Corporation dated <a href="#">April 11, 1996</a> .....
<a href="#">10.50+</a>	Relationship Agreement between <a href="#">the Registrant</a> and Reuters NewMedia Inc. dated <a href="#">April 19, 1996</a> .....
<a href="#">10.51+</a>	Memorandum of Understanding between <a href="#">the Registrant</a> and IDG Communications Inc. dated <a href="#">April 22, 1996</a> .....
10.52*	Loan Agreements between <a href="#">the Registrant</a> and Venture Lending & Leasing, Inc. dated <a href="#">October 5, 1995</a> and <a href="#">February 9, 1996</a> and related Notes (Note No. 42-002 dated <a href="#">March 28, 1996</a> ; Note No. 42-001 dated <a href="#">February 29, 1996</a> ; Note No. 27-002 dated <a href="#">November 30, 1995</a> and Note No. 27-001 dated <a href="#">October 11, 1995</a> ) between <a href="#">the Registrant</a> and Venture Lending & Leasing, Inc. ....
<a href="#">10.53+</a>	License and Software Distribution Agreement between <a href="#">the Registrant</a> and HNC Software Inc. dated <a href="#">April 25, 1996</a> .....
10.54*+	Amendment No. 3 to Software Development and Licensing Master Agreement between <a href="#">the Registrant</a> and Applied Computing Systems Institute of Massachusetts, Inc. dated <a href="#">March 18, 1996</a> .....
10.55*	First Amendment to Series A Preferred Stock Supplemental Purchase Agreement dated <a href="#">March 18, 1996</a> between <a href="#">the Registrant</a> and the Applied Computing Systems Institute of Massachusetts, Inc. ....
<a href="#">10.56+</a>	Software License Agreement dated <a href="#">May 8, 1996</a> between <a href="#">the Registrant</a> and HNC Software Inc. ....
11.1 *	Computation of Earnings/(Loss) Per Share.....
23.1	Consent of Ernst & Young LLP, Independent Auditors (see page II-8).....
23.2 *	Consent of Counsel. Reference is made to Exhibit 5.1.....
24.1 *	<a href="#">Power of Attorney</a> .....
<a href="#">99.1</a>	License Agreement A-0402 between <a href="#">the Registrant</a> and Ziff-Davis Publishing Company dated <a href="#">April 30, 1996</a> .....
<a href="#">99.2</a>	License Agreement A-0403 between <a href="#">the Registrant</a> and Ziff-Davis Publishing Company dated <a href="#">April 30, 1996</a> .....
<a href="#">99.3</a>	Permission Letter to <a href="#">the Registrant</a> and Fortune(R) dated <a href="#">April 30, 1996</a> .....

\* [Previously filed](#).

+ Confidential treatment requested as to certain portions of these exhibits.

#### Dates Referenced Herein and Documents Incorporated By Reference

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