

E

Exhibit E

**Yahoo's Master Terms and Conditions & Program Terms
(filed *in camera*)**

**Confidential
Access Limited by Confidentiality Agreement**

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STANDSTILL AGREEMENT

This Agreement is effective as of December 19, 2006 (the "Effective Date"), by and between American Airlines, Inc. ("AA"), a Delaware corporation having its principal business address at 4333 Amon Carter Boulevard, Fort Worth, TX 76155, and Yahoo! Inc. ("Yahoo!"), a Delaware corporation having its principal business address at 701 First Avenue, Sunnyvale, CA 94089 (collectively, the "Parties").

WHEREAS, AA has notified Yahoo! that a potential dispute may exist between AA and Yahoo! relating to Yahoo!'s use of AA's trademarks (the "Dispute"); and

WHEREAS, the Parties believe that they may benefit from informal and detailed discussions in an effort to reach an amicable settlement of the Dispute;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and to facilitate such discussions, AA and Yahoo! hereto agree as follows:

1. Yahoo! agrees that it shall not file any lawsuit against AA relating to the Dispute for ninety-seven (97) days after this Agreement is executed. AA agrees that it shall not file any lawsuit against Yahoo! relating to the Dispute for ninety (90) days after this Agreement is executed. During the time that this Agreement is in force in accordance with Paragraph 4 below, the Parties agree to engage in good faith efforts to reach a mutually agreeable business resolution to the Dispute.

2. The running of all Limitations Periods applicable to any Claim that either Party may have against the other Party will be interrupted, suspended, and deemed to have been tolled as of the Effective Date of this Agreement for a period of ninety-seven (97) days. Any Limitations Period applicable to any Claim that either Party may have against the other Party, which has not run, elapsed, or expired prior to the Effective Date, shall resume running (unless otherwise interrupted, suspended, or tolled by operation of law) upon termination of this Agreement in accordance with Paragraph 4 below.

3. The Parties agree that they will preserve the confidentiality of all communications relating to this Standstill Agreement, the Dispute and the Claims raised by AA to the full extent of the law. Neither Party shall, in any manner, under any circumstances and without the prior written consent of the other Party, disclose or make available to any third-party, except counsel for a Party or as required by law, any information relating to this Standstill Agreement, the Dispute or the Claims raised by AA, including but not limited to the fact that AA contacted Yahoo! to alert Yahoo! of a possible dispute, the fact that the Parties are engaging in negotiations relating to AA's trademarks, and the existence of this Standstill Agreement. If either Party receives a subpoena, or discovery request that seeks production of documents or information relating to this Standstill Agreement, the Dispute or the Claims raised by AA, it will promptly inform the other Party of such a subpoena or request, will cooperate fully with the other Party in asserting all applicable rights, privileges, protections and immunities, in response thereto, and will not produce any such materials in response thereto unless or until: (1) it is directed to do so by a final order of a court of competent jurisdiction; or (2) such disclosure is authorized in writing by the producing Party.

4. This Agreement ~~shall~~ continue in full **force** and effect for ninety-seven (97) days until 12 noon ~~Eastern Standard Time~~ on March 26, 2007, at ~~which~~ time it shall terminate of its own **accord**.

5. This Agreement shall not operate to revive **any Claim that as of the Effective Date** was already barred by any **Limitations Period**.

6. Except as otherwise provided herein, this Agreement shall not constitute a **waiver** or release of any rights, claims or defenses by either Party hereto. Nothing herein shall constitute or be **deemed to constitute** an admission, acknowledgement, waiver or election by or on behalf of either Party as to **any** liability or the applicability or expiration of any **Limitations Period**.

7. This Agreement may be executed in **two** or more **counterparts**, each of which shall be deemed an original, and all of which together shall constitute one and the same **instrument**.

8. Capitalized terms in this Agreement shall have the following meanings:

- a. "American Airlines, Inc." and "AA" mean American Airlines, Inc., AMR Corporation, and their **parents**, subsidiaries, and affiliated companies.
- b. "Yahoo! Inc." and "Yahoo!" mean Yahoo! Inc. and its parents, subsidiaries, and affiliated companies.
- c. "Claim" and "Claims" mean any and all causes of action, at law or in equity, arising from or relating in any **way** to the Dispute.
- d. "Limitations Period" means any **statute of limitations**, statute of repose, period of prescription, laches, and any other **rule or doctrine**, at **law or** in equity, relating to the timeliness of Claims.
- e. "Party" means AA or Yahoo!

9. This Agreement shall be **governed by** and construed in accordance with the laws of the State of Texas.

10. This Agreement constitutes the entire and integrated agreement of the Parties with respect to the subject ~~matters~~ hereof, and **may not** be altered, modified or amended, **except** in writing signed by the Parties hereto.

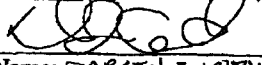
11. This Agreement shall bind **and** inure to the benefit of each **Party and their** respective affiliates, subsidiaries, **successors** and assigns.

12. Each of the persons executing this **document** represents and warrants that he has the full legal power, capacity and authority to bind the **Party** on behalf of whom he is acting **and** that this Agreement constitutes a legal, binding, obligation of the Party, **enforceable** in accordance with its terms. **Each Party represents and warrants** by its execution hereof that it has the right, power, legal capacity and authority to enter into and perform all of its **obligations**

arising under this Agreement and has conferred with legal counsel of its choosing as to the significance and legal effect of this Agreement.

13. The Parties agree that no adequate remedy at law exists for the enforcement of this Agreement, and therefore either Party is entitled to an order granting specific performance of this Agreement—either through a declaration or an injunction—in the event that this Agreement is breached or threatened to be breached.

IN WITNESS HEREOF, the parties have caused this Agreement to be duly executed on this 12/19/06 day of December, 2006.


Name: DARREN S. LEONARD
Title: SENIOR LEGAL DIRECTOR
Yahoo! Inc.


Gary F. Kennedy
General Counsel
American Airlines, Inc.

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O DECEMBER 19, 2006 STANDSTILL AGREEMENT

This Amendment is effective as of July 21, 2008, and serves to extend the effective period for the original Standstill Agreement between American Airlines, Inc. ("AA"), a Delaware corporation having its principal business address at 4333 Amon Carter Boulevard, Fort Worth, TX 76155, and Yahoo! Inc. ("Yahoo"), a Delaware corporation having its principal business address at 701 First Avenue, Sunnyvale, CA 94089 (collectively, the "Parties").

WHEREAS, AA notified Yahoo that a potential dispute may exist between AA and Yahoo relating to Yahoo's alleged use of AA's trademarks (the "Dispute"); and

WHEREAS, the Parties entered into a Standstill Agreement on December 19, 2006, (attached as Addendum, and hereafter referred to as the or this "Agreement") in an attempt to discuss and resolve the potential dispute;

WHEREAS, the Parties amended the Agreement on August 17, 2007, June 7, 2007, May 14, 2007, March 2, 2007, February 28, 2007, November 26, 2007, February 22, 2008, and May 26, 2008;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and to continue to facilitate such discussions, AA and Yahoo hereto agree to amend Paragraphs 1, 2 and 4 of the Agreement as follows:

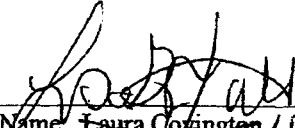
Paragraph 1: Yahoo agrees that it shall not file any lawsuit against AA relating to the Dispute for 97 days from July 16, 2008, the date that the final judgment was signed and entered in the case American Airlines, Inc. v. Google, Inc., CA No. 4-07-CV-487-A (ND Tex.) ("Google suit"). AA agrees that it shall not file any lawsuit against Yahoo relating to the Dispute for 90 days from July 16, 2008. During the interim period between December 19, 2006 and October 21, 2008, the Parties agree to engage in good faith efforts to reach a mutually agreeable business resolution to the Dispute.

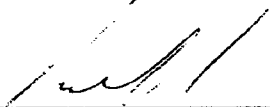
Paragraph 2: The running of all Limitations Periods applicable to any Claim that either Party may have against the other Party will be interrupted, suspended, and deemed to have been tolled as of the Effective Date of this Agreement until October 21, 2008, 97 days from the date that a final judgment is signed and entered in the Google suit. Any Limitations Period applicable to any Claim that either Party may have against the other Party, which has not run, elapsed, or expired prior to the Effective Date, shall resume running (unless otherwise interrupted, suspended, or tolled by operation of law) upon termination of this Agreement in accordance with Paragraph 4 below.

Paragraph 4: This Agreement shall continue in full force and effect until 12 noon Eastern Daylight Savings Time on October 21, 2008, the 97th day from the date that a final judgment is signed and entered in the Google suit, at which time it shall terminate of its own accord.

The Parties agree that all other paragraphs of the Agreement remain unchanged and shall remain in full force until and including October 21, 2008, the 97th day from the date that the final judgment was signed and entered in the Google suit.

IN WITNESS HEREOF, the parties have caused this Amendment to the Agreement to be duly executed on this 21st day of July 2008.


Name: ~~Laura Covington~~ Lisa McFall
Title: Associate General Counsel
Yahoo! Inc.


Name: Donald Broadfield
Title: Antitrust/IP Attorney
American Airlines, Inc.

AddendumSTANDSTILL AGREEMENT

This Agreement is effective as of December 19, 2006 (the "Effective Date"), by and between American Airlines, Inc. ("AA"), a Delaware corporation having its principal business address at 4333 Amon Carter Boulevard, Fort Worth, TX 76155, and Yahoo! Inc. ("Yahoo!"), a Delaware corporation having its principal business address at 701 First Avenue, Sunnyvale, CA 94089 (collectively, the "Parties").

WHEREAS, AA has notified Yahoo! that a potential dispute may exist between AA and Yahoo! relating to Yahoo!'s use of AA's trademarks (the "Dispute"); and

WHEREAS, the Parties believe that they may benefit from informal and detailed discussions in an effort to reach an amicable settlement of the Dispute;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and to facilitate such discussions, AA and Yahoo! hereto agree as follows:

1. Yahoo! agrees that it shall not file any lawsuit against AA relating to the Dispute for ninety-seven (97) days after this Agreement is executed. AA agrees that it shall not file any lawsuit against Yahoo! relating to the Dispute for ninety (90) days after this Agreement is executed. During the time that this Agreement is in force in accordance with Paragraph 4 below, the Parties agree to engage in good faith efforts to reach a mutually agreeable business resolution to the Dispute.

2. The running of all Limitations Periods applicable to any Claim that either Party may have against the other Party will be interrupted, suspended, and deemed to have been tolled as of the Effective Date of this Agreement for a period of ninety-seven (97) days. Any Limitations Period applicable to any Claim that either Party may have against the other Party, which has not run, elapsed, or expired prior to the Effective Date, shall resume running (unless otherwise interrupted, suspended, or tolled by operation of law) upon termination of this Agreement in accordance with Paragraph 4 below.

3. The Parties agree that they will preserve the confidentiality of all communications relating to this Standstill Agreement, the Dispute and the Claims raised by AA to the full extent of the law. Neither Party shall, in any manner, under any circumstances and without the prior written consent of the other Party, disclose or make available to any third-party, except counsel for a Party or as required by law, any information relating to this Standstill Agreement, the Dispute or the Claims raised by AA, including but not limited to the fact that AA contacted Yahoo! to alert Yahoo! of a possible dispute, the fact that the Parties are engaging in negotiations relating to AA's trademarks, and the existence of this Standstill Agreement. If either Party receives a subpoena, or discovery request that seeks production of documents or information relating to this Standstill Agreement, the Dispute or the Claims raised by AA, it will promptly inform the other Party of such a subpoena or request, will cooperate fully with the other Party in asserting all applicable rights, privileges, protections and immunities, in response thereto, and will not produce any such materials in response thereto unless or until: (1) it is directed to do so by a final order of a court of competent jurisdiction; or (2) such disclosure is authorized in writing by the producing Party.

4. This Agreement shall continue in full force and effect for ninety-seven (97) days until 12 noon Eastern Standard Time on March 26, 2007, at which time it shall terminate of its own accord.

5. This Agreement shall not operate to revive any Claim that as of the Effective Date was already barred by any Limitations Period.

6. Except as otherwise provided herein, this Agreement shall not constitute a waiver or release of any rights, claims or defenses by either Party hereto. Nothing herein shall constitute or be deemed to constitute an admission, acknowledgement, waiver or election by or on behalf of either Party as to any liability or the applicability or expiration of any Limitations Period.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

8. Capitalized terms in this Agreement shall have the following meanings:

- a. "American Airlines, Inc." and "AA" mean American Airlines, Inc., AMR Corporation, and their parents, subsidiaries, and affiliated companies.
- b. "Yahoo! Inc." and "Yahoo!" mean Yahoo! Inc. and its parents, subsidiaries, and affiliated companies.
- c. "Claim" and "Claims" mean my and all causes of action, at law or in equity, arising from or relating in any way to the Dispute.
- d. "Limitations Period" means any statute of limitations, statute of repose, period of prescription, laches, and any other rule or doctrine, at law or in equity, relating to the timeliness of Claims.
- e. "Party" means AA or Yahoo!

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. This Agreement constitutes the entire and integrated agreement of the Parties with respect to the subject matters hereof, and may not be altered, modified or amended, except in writing signed by the Parties hereto.


11. This Agreement shall bind and inure to the benefit of each Party and their respective affiliates, subsidiaries, successors and assigns.


12. Each of the persons executing this document represents and warrants that he has the full legal power, capacity and authority to bind the Party on behalf of whom he is acting and that this Agreement constitutes a legal, binding, obligation of the Party, enforceable in accordance with its terms. Each Party represents and warrants by its execution hereof that it has the right, power, legal capacity and authority to enter into and perform all of its obligations

arising under this Agreement and has conferred with legal counsel of its choosing as to the significance and legal effect of this Agreement.

13. The Parties agree that no adequate remedy at law exists for the enforcement of this Agreement, and therefore either Party is entitled to an order granting specific performance of this Agreement—either through a declaration or an injunction—in the event that this Agreement is breached or threatened to be breached.

IN WITNESS HEREOF, the parties have caused this Agreement to be duly executed on this 12/17/06 day of December, 2006.


Name: DARREN S. WEINSARD
Title: SENIOR LEGAL DIRECTOR
Yahoo! Inc.


Gary F. Kennedy
General Counsel
American Airlines, Inc.

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YAHOO INC

FORM 10-K (Annual Report)

Filed 03/16/01 for the Period Ending 12/31/00

Address	YAHOO! INC. 701 FIRST AVENUE SUNNYVALE, CA 94089
Telephone	4083493300
CIK	0001011006
Symbol	YHOO
SIC Code	7373 - Computer Integrated Systems Design
Industry	Advertising
Sector	Services
Fiscal Year	12131

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APP. 44

YAH-AA 1199920

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

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

For the fiscal year ended December 31, 2000

Commission File Number 0-28018

YAHOO! INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

77-0398689
(I.R.S. Employer
Identification No.)

3420 Central Expressway
Santa Clara, California 95051
(Address of principal executive offices)

Registrant's telephone number, including area code: **(408) 731-3300**

Securities registered pursuant to Section 12(b) of the Act:

None

Securities registered pursuant to Section 12(g) of the Act:

Common Stock, \$0.01 par value
(Title of Class)

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

As of January 31, 2001, the aggregate market value of voting stock held by non-affiliates of the Registrant, based upon the closing sales price for the Registrant's Common Stock, as reported in the NASDAQ National Market System, was \$13,037,967,102. Shares of Common Stock held by each officer and director and by each person who owns 5% or more of the outstanding Common Stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for any other purpose.

The number of shares of the Registrant's Common Stock outstanding as of January 31, 2001 was 564,211,435

APP. 45

YAH-AA 1199921

other forms of communications. Currently, we are engaged in two lawsuits regarding patent issues and have been notified of a number of other potential disputes.

In addition to patent claims, third parties have asserted and most likely will continue to assert claims against us alleging infringement of copyrights, trademark rights, trade secret rights or other proprietary rights, or alleging unfair competition or violations of privacy rights. In the event that we determine that licensing patents or other proprietary rights is appropriate, we cannot guarantee that we will be able to license such proprietary rights on reasonable terms or at all. We may incur substantial expenses in defending against third-party infringement claims regardless of the merit of such claims. In the event that there is a determination that we have infringed third-party proprietary rights such as patents, copyrights, trademark rights, trade secret rights or other third party rights such as publicity and privacy rights, we could incur substantial monetary liability or be prevented from using the rights, which could require us to change our business practices in the future.

We are aware of lawsuits filed against two of our competitors regarding the presentation of advertisements in response to search requests on "keywords" that may be trademarks of third parties. Initial rulings in these lawsuits were in favor of our competitors, but the plaintiffs in these lawsuits have appealed these initial rulings.

EMPLOYEES

As of December 31, 2000, the Company had 3,259 full-time employees. Yahoo!'s future success is substantially dependent on the performance of its senior management and key technical personnel, and its continuing ability to attract and retain highly qualified technical and managerial personnel. See the "Risk Factors" section below for a further discussion of certain risks related to our employees.

RISK FACTORS

Financial results for any particular period will not predict results for future periods.

Because of the uncertain nature of the rapidly changing market we serve, period-to-period comparisons of operating results are not likely to be meaningful. In addition, you should not rely on the results for any period as an indication of future performance. In particular, although we experienced strong revenue growth through the year 2000, we do not believe that this level of revenue growth will be sustained in 2001 and in future periods, particularly on a long-term basis, and we recently announced that at the current time, we expect our first quarter 2001 revenues to be substantially less than our fourth quarter 2000 reported revenues. In addition, we currently expect that our operating expenses will continue to increase as we expand our sales and marketing operations, continue to develop and extend the Yahoo! brand, fund greater levels of product development, develop and commercialize additional media properties, and acquire complementary businesses and technologies. We also hold investments in securities of technology companies. Due to the recent volatility in the stock market in general, and the market prices of securities of technology companies in particular, we have realized decreases in the market value of such investments of \$163.2 million in the fourth fiscal quarter of 2000 which has been recorded on our financial statements. We may realize further decreases in the market value of certain investments in future periods. Further, we are subject to employer payroll taxes when our employees exercise their non-qualified stock options. The employer payroll taxes are assessed on each employee's gain, which is the difference between the price of our common stock on the date of exercise and the exercise price. During a particular period, these payroll taxes could be material. Depending on the number of shares of our Common Stock for which options are exercised and the fair market value of shares of our Common Stock during such period, these employer payroll taxes would be recorded as a charge to operations in the period such options are exercised based on actual gains realized by employees. In addition to the net proceeds we would receive upon the exercise of stock options, we would receive tax deductions for gains realized

10

by employees on the exercise of non-qualified stock options for which the benefit is recorded as additional paid-in capital. However, because we are unable to predict our future stock price and the number of optionees who may exercise during any particular period, we cannot predict what, if any, expense will be recorded in a future period and the impact on our future financial results. In addition, if revenue growth levels do not meet our expectations, our financial results will be adversely affected.

We rely heavily on revenues derived from Internet advertising, which are subject to uncertain demand from our current and potential clients and are difficult to forecast accurately.

Currently, the majority of our revenues come from advertisements displayed on our online properties. Our ability to continue to achieve substantial advertising revenue depends upon:

- growth of our user base;
- our user base being attractive to advertisers;
- our ability to derive better demographic and other information from our users;
- acceptance by advertisers of the Web as an advertising medium; and

APP. 46

YAH-AA 1199929

incorporated herein by reference.)

- 10.27 Viaweb Inc. 1997 Stock Option Plan and form of Option Agreement thereunder (Filed as Exhibit 4.2 to the Registrant's Registration Statement on Form S-8, Registration No. 333-56781, dated June 12, 1998 [the S-8 Registration Statement dated June 12, 1998], and incorporated herein by reference.)
- 10.28 Forms of Viaweb Inc. 1996 Option Agreements (Filed as Exhibit 4.3 to the S-8 Registration Statement, dated June 12, 1998, and incorporated herein by reference.)
- 10.29 Amendment to Second Amended and Restated Investor Rights Agreement dated July 7, 1998 among the Registrant, SOFTBANK Holdings Inc., Sequoia Capital VI and Sequoia Technology Partners VI (Filed as Exhibit 10.2 to the September 30, 1998 10-Q and incorporated herein by reference.)
- 10.30 Content License Agreement dated January 8, 1998 between the Registrant and ZDNet (Filed as Exhibit 10.3 to the September 30, 1998 10-Q and incorporated herein by reference.)
- 10.31 Yoyodyne Entertainment, Inc. 1996 Stock Option Plan and form of Option Agreement thereunder (Filed as Exhibit 4.1 to the Registrant's Registration Statement on Form S-8, Registration No. 333-66067, dated October 23, 1998 and incorporated herein by reference.)
- 10.32† Termination Agreement between the Registrant and Rogers Media Inc. dated January 6, 1999 (Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 1999 and incorporated herein by reference.)
- 10.33 Online Anywhere 1997 Stock Plan (Filed as Exhibit 4.1 to the Registrant's Registration Statement on Form S-8, Registration No. 333-81635, dated June 25, 1999 [the S-8 Registration Statement dated June 25, 1999] and incorporated herein by reference.)
- 10.34 Encompass, Inc. Stock Option Plan (Filed as Exhibit 4.2 to the S-8 Registration Statement dated June 25, 1999 and incorporated herein by reference.)

56

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- 10.35 ISSG Stock Option Plan (Filed as Exhibit 4.1 to the Registrant's Registration Statement on Form S-8, Registration No. 333-93497, dated December 23, 1999 and incorporated herein by reference.)
 - 21.1 * List of Subsidiaries
 - 23.1 * Consent of Independent Accountants
 - 24.1 Power of Attorney (appears on the signature page of this report)

† Confidential treatment granted with respect to certain portions of this Exhibit.

* Filed herewith.

** To be filed by a report on Form 8-K pursuant to Item 601 of Regulation S-K or, where applicable, incorporated herein by reference from a subsequent filing in accordance with Section 305(b)(2) of the Trust Indenture Act of 1939

(b)

Reports on Form 8-K

On October 11, 2000, the Company filed a report on Form 8-K announcing the Company's financial results for the quarterly period ended September 30, 2000.

57

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused the report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 16th day of March, 2001.

YAHOO! INC

By: /s/ SUSAN DECKER

Susan Decker
Senior Vice President, Finance and
Administration, and Chief Financial Officer

Power of Attorney

APP. 47

YAH-AA 1199967

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Timothy Koogle and Susan Decker, his/her attorneys-in-fact, each with the power of substitution, for him/her in any and all capacities, to sign any amendments to this Report on Form 10-K, and to file the same, with Exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ TIMOTHY KOOGLE Timothy Koogle	Chairman and Chief Executive Officer (Principal Executive Officer)	March 16, 2001
/s/ JEFF MALLET Jeff Mallett	President, Chief Operating Officer, and Director	March 16, 2001
/s/ SUSAN DECKER Susan Decker	Senior Vice President, Finance and Administration, and Chief Financial Officer (Principal Financial Officer)	March 16, 2001
/s/ JAMES J. NELSON James J. Nelson	Vice President, Finance (Principal Accounting Officer)	March 16, 2001
/s/ ERIC HIPPEAU Eric Hippeau	Director	March 16, 2001
/s/ ARTHUR H. KERN Arthur H. Kern	Director	March 16, 2001
/s/ EDWARD KOZEL Edward Kozel	Director	March 16, 2001
/s/ MICHAEL MORITZ Michael Moritz	Director	March 16, 2001
/s/ JERRY YANG Jerry Yang	Director	March 16, 2001

Index to Exhibits

Exhibit Number	Description
3.2	Amended Bylaws of Registrant
10.8	Amended and Restated 1996 Employee Stock Purchase Plan and form of subscription agreement
21.1	List of Subsidiaries
23.1	Consent of Independent Accountants

I

YAHOO INC

FORM 10-K (Annual Report)

Filed 02/27/04 for the Period Ending 12/31/03

Address	YAHOO! INC. 701 FIRST AVENUE SUNNYVALE, CA 94089
Telephone	4083493300
CIK	0001011006
Symbol	YHOO
SIC Code	7373 - Computer Integrated Systems Design
Industry	Advertising
Sector	Services
Fiscal Year	12/31

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APP. 49

YAH-AA 1204872

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

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

For the fiscal year ended December 31, 2003

Commission File Number 0-28018

YAHOO! INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

77-0398689
(I.R.S. Employer
Identification No.)

701 First Avenue
Sunnyvale, California 94089
(Address of principal executive offices)

Registrant's telephone number, including area code: **(408) 349-3300**

Securities registered pursuant to Section 12(b) of the Act:

None

Securities registered pursuant to Section 12(g) of the Act:

Common Stock, \$.001 par value
(Title of Class)

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes ☒ No ☐

As of June 30, 2003, the aggregate market value of voting stock held by non-affiliates of the Registrant, based upon the closing sales price for the Registrant's Common Stock, as reported in the NASDAQ National Market System, was \$15,444,607,992. Shares of Common Stock held by each officer and director and by each person who owns five percent or more of the outstanding Common Stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for any other purpose.

APP. 50

YAH-AA 1204873

intangible assets,

- the impairment of relationships with customers of the acquired companies or our own customers as a result of any integration of operations;
- the impairment of relationships with employees of the acquired companies or our own business as a result of any integration of new management personnel;
- in the case of 3721, uncertainty regarding foreign laws and regulations; and
- the potential unknown liabilities associated with the acquired companies.

We may experience similar risks in connection with our future acquisitions. We may not be successful in addressing these risks or any other problems encountered in connection with the acquisitions of Overture, Inktomi and 3721 or that we could encounter in future acquisitions, which would harm our business or cause us to fail to realize the anticipated benefits of our acquisitions.

We may be subject to intellectual property infringement claims, which are costly to defend and could limit our ability to provide certain content or use certain technologies in the future.

Many parties are actively developing search, indexing, electronic commerce and other Web-related technologies, as well as a variety of online business models and methods. We believe that these parties will continue to take steps to protect these technologies, including, but not limited to, seeking patent protection. As a result, disputes regarding the ownership of these technologies and rights associated with online business are likely to arise in the future. In addition to existing patents and intellectual property rights, we anticipate that additional third-party patents related to our services will be issued in the future. From time to time, parties assert patent infringement claims against us in the form of letters, lawsuits and other forms of communications. Currently, we are engaged in several lawsuits regarding patent issues and have been notified of a number of other potential disputes. We expect that we will increasingly be subject to patent litigation as our services expand.

In addition to patent claims, third parties have asserted and most likely will continue to assert claims against us alleging infringement of copyrights, trademark rights, trade secret rights or other proprietary rights, or alleging unfair competition or violations of privacy rights. Currently, our subsidiary I.AUNCH Media, Inc. ("I.AUNCH") is engaged in a lawsuit regarding copyright issues that commenced prior to our acquisition of LAUNCH. In addition, Overture is in litigation with several companies, each of which has claimed that allowing advertisers to bid on certain search terms constitutes trademark infringement.

In the event that there is a determination that we have infringed third-party proprietary rights such as patents, copyrights, trademark rights, trade secret rights or other third party rights such as publicity and privacy rights, we could incur substantial monetary liability, be required to enter into costly royalty or licensing agreements, if available, or be prevented from using the rights, which could require us to change our business practices in the future. We may also incur substantial expenses in defending against third-party infringement claims regardless of the merit of such claims. As a result, these claims could harm our business.

Our intellectual property rights are valuable and any inability to protect them could dilute our brand image or harm our business.

We regard our copyrights, patents, trademarks, trade dress, trade secrets, and similar intellectual property, including our rights to certain domain names, as important to Yahoo!'s success. Effective trademark, patent, copyright, and trade secret protection may not be available in every country in which our products and media properties are distributed or made available through the Internet. Further, the efforts we have taken to protect our proprietary rights may not be sufficient or effective. If we are unable to protect our trademarks from unauthorized use, our brand image may be harmed. While we attempt to ensure that the quality of our brand is maintained by our licensees, our licensees may take actions that could impair the value of our proprietary rights or the reputation of our products and media properties. We are aware that third parties have, from time to time, copied significant content available on Yahoo! for use in competitive Internet services. Protection of the distinctive elements of Yahoo! may not be available under copyright law. Any impairment of our brand image could harm our business and cause our stock price to decline. In addition, protecting our intellectual property and other proprietary rights can be expensive. Any increase in the unauthorized use of our intellectual property could make it more expensive to do business and consequently harm our operating results. In turn, this could harm the results of our business and lower our stock price.

Our international segment competes with local Internet service providers that may have a competitive advantage.

On an international level, we compete directly with local ISPs; they may have several advantages, including greater knowledge about the particular country or local market and access to significant financial or strategic resources in such local markets. We must continue to improve our product offerings, obtain more knowledge about our users and their preferences, deepen our relationships with our users as well as increase our branding and other marketing activities in order to remain competitive and strengthen our international market position.

Financial results for any particular period will not predict results for future periods.

- reference)
- 10.35 Resumix, Inc 2000 Stock Option Plan (Filed as Exhibit 4 7 to the March 5,2002 Form S-8 and incorporated herein by reference)
 - 10.36 Employment Letter, dated as of March 20, 2003 between the Registrant and Gregory Coleman (Filed as Exhibit 10.36 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2003 and incorporated herein by reference)
 - 10.37† Third Addendum to Overture Search Services Agreement, dated April 25, 2003 by and between the Registrant and Overture Services, Inc (Filed as Exhibit 10 37 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30,2003 and incorporated herein by reference)
 - 21.1* List of Subsidiaries
 - 23.1* Consent of Independent Accountants
 - 24.1 Power of Attorney (see the signature page of this Annual Report on Form 10-K)
 - 31* Certificates of Chief Executive Officer and Chief Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 dated February 27,2004
 - 32* Certificate of Chief Executive Officer and Chief Financial Officer pursuant to section 18 U S C section 1350 dated February 27, 2004

† Confidential treatment granted with respect to certain portions of this Exhibit

* Filed herewith.

** To be filed by a report on Form 8-K pursuant to Item 601 of Regulation S-K or, where applicable, incorporated herein by reference from a subsequent filing in accordance with Section 305(b)(2) of the Trust Indenture Act of 1939.

(b) Reports on Form 8-K

On October 8, 2003, the Registrant filed a Current Report on Form 8-K announcing the Registrant's financial results for the quarterly period ended September 30,2003.

On October 10, 2003, the Registrant filed an amended Current Report on Form 8-KIA announcing that it had completed its acquisition of Overture Services, Inc and attaching as exhibits a press release and certain financial information relating to the Registrant.

On November 21, 2003 the Registrant filed a Current Report on Form 8-K attaching as an exhibit a press release announcing that Yahoo! Holdings (Hong Kong) Limited, a wholly-owned subsidiary of the Registrant, had entered into a definitive agreement to acquire 3721 Network Software Company Limited.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused the report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 27th day of February, 2004.

YAHOO! INC

By: /s/ SUSAN DECKER

Susan Decker
Executive Vice President, Finance and
Administration, and Chief Financial Officer

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Terry Semel and Susan Decker, his/her attorneys-in-fact, each with the power of substitution, for him/her in any and all capacities, to sign any amendments to this Report on Form 10-K, and to file the same, with Exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Signature

Title

Date

APP. 52

YAH-AA 1204943

/s/ TERRY SEMEL	Chairman and Chief Executive Officer (Principal Executive Officer)	February 27, 2004
Terry Semel		
/s/ SUSAN DECKER	Executive Vice President, Finance and Administration, and Chief Financial Officer (Principal Financial Officer)	February 27, 2004
Susan Decker		
/s/ PATRICIA CUTHBERT	Vice President and Corporate Controller (Principal Accounting Officer)	February 27, 2004
Patricia Cuthbert		
/s/ ROY BOSTOCK	Director	February 27, 2004
Roy Bostock		
/s/ RONALD W. BURKLE	Director	February 27, 2004
Ronald W. Burkle		
/s/ ERIC HIPPEAU	Director	February 27, 2004
Eric Hippeau		
/s/ ARTHUR KERN	Director	February 27, 2004
Arthur Kern		
/s/ ROBERT KOTICK	Director	February 27, 2004
Robert Kotick		
/s/ EDWARD KOZEL	Director	February 27, 2004
Edward Kozel		
/s/ GARY WILSON	Director	February 27, 2004
Gary Wilson		
/s/ JERRY YANG	Director	February 27, 2004
Jerry Yang		

Index to Exhibits

Exhibit Number	Description
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APP. 53

YAH-AA 1204944

J

american airlines - Yahoo! Search Results - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites Media Print

Address http://search.yahoo.com/search?_ylt=ADGmGmVOTNFOz3L3bNyoA7p-american+airlines&_ylt=94fr-yfp-1-5018a=met

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